



Public Meeting

**Tuesday,
January 14, 2025 at
9:00AM**



PUBLIC MEETING MINUTES

Tuesday, January 14, 2025 at 9:00AM
Livestreamed at: <https://youtube.com/live/LC1kgfejXkA>

The following *draft* Minutes of the hybrid public meeting of the Toronto Police Service Board that was held on January 14, 2025 are subject to approval at its next regularly scheduled meeting.

Attendance:

The following Members were present:

Shelley Carroll, Chair and Councillor
Chris Brillinger, Vice-Chair
Ann Morgan, Member
Lisa Kostakis, Member
Lily Cheng, Councillor and Member
Nick Migliore, Member
Amber Morley, Deputy Mayor and Councillor

The following individuals were also present:

Myron Demkiw, Chief of Police, Toronto Police Service (virtual)
Dubi Kanengisser, Executive Director, Toronto Police Service Board
Diana Achim, Board Administrator, Toronto Police Service Board
Jane Burton, Solicitor, City of Toronto – Legal Services Division

Declarations:

There were no declarations of interest under the Code of Conduct for Members of a Police Service Board Regulation and the *Municipal Conflict of Interest Act*.

**This is an Extract from the Minutes of the Public Meeting of the Toronto
Police Service Board that was held on January 14, 2025**

P2025-0114-1.0. Election of Chair and Vice-Chair

Election of the Chair, Toronto Police Service Board

In accordance with section 36(1) of the *Community Safety and Policing Act*, which provides that the Board is required to elect a Chair at its first meeting in each year, the Board Administrator requested nominations for the position of Chair of the Toronto Police Service Board.

Board Member Nick Migliore nominated Board Member Ann Morgan for the position of Chair for 2025; the nomination was seconded by Board Member Lisa Kostakis. Board Member Morgan accepted the nomination and provided remarks.

Councillor Lily Cheng nominated Councillor Shelley Carroll; the nomination was seconded by Deputy Mayor Morley. Councillor Carroll accepted the nomination and provided remarks.

There were no further nominations, and nominations were closed.

Nominee	Votes
Ann Morgan	Lisa Kostakis; Nick Migliore
Shelley Carroll	Chris Brillinger; Amber Morley; Lily Cheng

Councillor Shelley Carroll was declared the elected Chair of the Board for the year 2025, and until her successor is appointed.

Election of the Vice-Chair, Toronto Police Service Board

In accordance with section 36(2) of the *Community Safety and Policing Act*, which provides that the Board may elect a Vice-Chair at its first meeting in each year, the Board Administrator requested nominations for the position of Vice-Chair of the Toronto Police Service Board.

Board Member Nick Migliore nominated Board Member Lisa Kostakis; this nomination was seconded by Board Member Ann Morgan. Board Member Lisa Kostakis accepted the nomination and provided remarks.

Chair Carroll nominated Board Member Chris Brillinger; this nomination was seconded by Deputy Mayor Morley. Board Member Brillinger accepted the nomination and provided remarks.

Nominee	Votes
Lisa Kostakis	Ann Morgan; Nick Migliore
Chris Brillinger	Shelley Carroll; Amber Morley; Lily Cheng

Board Member Chris Brillinger was declared the elected Vice-Chair of the Board for the year 2025, and until his successor is appointed.

The following Motion was moved by Chair Carroll and seconded by Deputy Mayor Morley:

That the Board:

- 1. Appoint Vice-Chair Brillinger as the second member of the Board's Bargaining Committee; and,**
- 2. Appoint Member Nick Migliore as a member of the Board's Human Resources Committee, in addition to Chair Carroll and existing Committee Member Brillinger.**

This is an Extract from the Minutes of the Public Meeting of the Toronto Police Service Board that was held on January 14, 2025

P2025-0114-0.1. Moment of Silence for Detective John Park

Chair Carroll made the following remarks:

I would like to pay tribute to Detective John Park who tragically died on December 19, 2024 while on duty.

Starting in 22 Division, Detective Park served our Service and our city for over 14 years with great passion and commitment. At the time of his passing, he was a proud member of the Hold-Up Squad.

By all accounts, Detective Park was an excellent police officer who cared deeply about his job, something he had aspired to do since he was a child. I understand he was also a wonderful human being, a dedicated and doting father, a thoroughly loving husband, and a dear son, grandson, uncle, brother and cousin.

Detective Park leaves his beloved wife, Tina, and his cherished children, Madison and Austin. He will be fondly remembered by so many family members, friends and colleagues. I know his tragic and sudden loss has been keenly felt by all of those who had the honour of working with him, and knowing him.

I have seen the heartfelt and emotional tributes from Detective Park's colleagues across the Service. These are a powerful testament to what an excellent and dedicated police officer he was, as well as the extraordinarily caring person he was.

I know that the Hold-Up Squad is reeling from the loss of Detective Park, along with all members of our organization, and the police community across the country. Any time we lose a Member – especially so suddenly - the loss is profoundly and deeply felt.

We hope that our Members find comfort and support in each other, and in the variety of resources available to them through the Service. Feeling sad, angry or despairing is normal in these tragic circumstances. We must lean on one another and normalize seeking help.

While we know that Detective Park will be greatly missed, we also know that he will be fondly remembered through the many lives he has touched and the deep friendships he has formed. We know that his joyful spirit will live on in the Hold-Up Squad, as he is remembered for kindness, his endearing curiosity, his fantastic sense of humour, and his passion for life and the people in it, with genuine admiration, love and fondness.

This is an Extract from the Minutes of the Public Meeting of the Toronto Police Service Board that was held on January 14, 2025

P2025-0114-0.2. Chief's Monthly Verbal Update

Chief Myron Demkiw, Deputy Chief Pogue, Deputy Chief Johnson, Chief Administrative Officer Dhaliwal and Chief Information Officer Stairs provided updates to the Board.

For a more detailed account of the Chief's update, see the YouTube recording starting at minute 4:57:21 here:

<https://www.youtube.com/live/LC1kgfejXkA?si=qwbCiKkw2RjY5CBo&t=17844>

The Board received the update.

This is an Extract from the Minutes of the Public Meeting of the Toronto Police Service Board that was held on January 14, 2025

P2025-0114-2.0. Board Minutes

Confirmation of the Minutes from the regular public meeting held on December 12, 2024.

The Board approved the Minutes.

Moved by: A. Morley
Seconded by: L. Kostakis

This is an Extract from the Minutes of the Public Meeting of the Toronto Police Service Board that was held on January 14, 2025

P2025-0114-3.0. Project Magnify Presentation

The Board was in receipt of a presentation provided by Inspector Rob Choe.

Deputations: Kris Langenfeld (virtual)
Nicole Corrado ([written submission only](#))

Board Members discussed this report. For a detailed account of the discussion, see the YouTube recording starting at minute 4:25:59 here:

https://www.youtube.com/live/LC1kgfejXkA?si=WYziv_YhYocM5g3h&t=15956

The Board received the deputations and the presentation.

Moved by: L. Kostakis
Seconded by: N. Migliore

This is an Extract from the Minutes of the Public Meeting of the Toronto Police Service Board that was held on January 14, 2025

P2025-0114-4.0. [Proposed New Board Policy: Critical Points](#)

The Board was in receipt of a report dated November 20, 2024 from Dubi Kanengisser, Executive Director.

It is recommended that the Toronto Police Service Board (Board) approve the proposed Critical Points Policy, appended as Appendix A.

Deputations: Matthew Taub (in person)
Alexandra Smith (virtual)
Shakir Rahim (virtual)
Canadian Civil Liberties Association

Nicole Corrado ([written submission only](#))
Michelle Stock ([written submission only](#))
Centre for Israel & Jewish Affairs

Rafi Yablonsky ([written submission only](#))
The Canadian Shaare Zedek Hospital Foundation

Deputy Mayor Morley moved the following Motion, which was seconded by Councillor Cheng:

That the Board approve the proposed Board Policy: Critical Points, with the following amendments:

- 1. In paragraph 2 of the Guiding Principles section, add the words “creating and amending Board Policies,” after the word “including”; and**
- 2. In section 4, add the words “create or amend Board Policies” after the word “additional information,”.**

Board Members discussed this item. For a detailed account of the Board's discussion, see the YouTube recording starting at minute 5:32:25 here:
<https://www.youtube.com/live/LC1kgfejXkA?si=hwIZCwXZ06uXVvUE&t=19943>

The Board approved the Motion, the foregoing report and received the deputations.

Moved by: S. Carroll
Seconded by: L. Kostakis

This is an Extract from the Minutes of the Public Meeting of the Toronto Police Service Board that was held on January 14, 2025

P2025-0114-5.0 Revisions to the Board's Procedural By-law

The Board was in receipt of a report dated December 9, 2024 from Dubi Kanengisser, Executive Director.

It is recommended that the Toronto Police Service Board (Board) approve the revised Procedural By-Law attached as Appendix A.

Deputation: Kris Langefeld (virtual)

Board Members discussed the report. For a detailed account of the discussion, see the YouTube recording starting at minute 5:52:35 here:
https://www.youtube.com/live/LC1kgfejXkA?si=Eko_Is89F9ttKXcA&t=21152

Chair Carroll moved the following Motion, which was seconded by Vice-Chair Brillinger:

That the Board approve the draft revised By-law with the following amendments:

1. Section 20.9 be amended to read:

"The Chair will canvass Board Members for interest in an additional round of questions once all Board Members have had an opportunity to ask questions on the matter."

2. Section 20.10 be amended to read:

"There is no limitation on the number of additional rounds of questions."

The Board approved the Motion, and received the deputation and the foregoing report.

Moved by: S. Carroll
Seconded by: C. Brillinger

**This is an Extract from the Minutes of the Public Meeting of the Toronto
Police Service Board that was held on January 14, 2025**

**P2025-0114-6.0 Extension of Memorandum of Understanding with Midaynta
Community Services**

The Board was in receipt of a report dated December 3, 2024 from Dubi Kanengisser, Executive Director.

Recommendations:

That the Board:

1. Approve an extension of the Memorandum of Understanding (M.O.U.) agreement with Midaynta Community Services until December 31, 2025, and until an engagement framework is in place. For the purpose of this M.O.U., Midaynta acts as a representative of the group of mothers from Toronto's Somali community who form the Mending a Crack in the Sky (M.C.I.S.) initiative; and
2. Direct the Executive Director to work with Midaynta to develop a framework for long-term engagement with M.C.I.S., and present it to the Board for approval.

Board Member Ann Morgan made the following remarks:

It is my privilege to address this report, which seeks an extension of the existing MOU. The Board is immensely proud of the positive impact this MOU has had on the safety and well-being of Toronto's Somali community in the north-west end of the city. This meaningful partnership, which commenced in the Fall of 2019 and was formally ratified in February 2020, has enabled us to collaboratively address significant community safety concerns while building trust with members of Toronto's Somali communities.

Working with the Mothers of MCIS has been a profound honour for the Board. These extraordinary women selflessly dedicate their time and compassion to ensuring the well-being of their communities, all while navigating the immense challenges of grief and loss. Today, they are here to present and discuss the MOU and to highlight the necessity for its extension, which, as noted in the report, has the full support of our professional staff within the Board office. I now invite them up to speak.

Representatives from Midaynta provided remarks and answered questions from Board Members. For a detailed account of the presentation and the discussion, see the YouTube recording starting at minute 6:07:59 here:

<https://www.youtube.com/live/LC1kgfejXkA?si=VZrHLC3bA3Q9BnGr&t=22076>

Deputations: Kris Langenfeld (virtual)
Nicole Corrado (written submission only)

The Board received the deputations and approved the foregoing report.

Moved by: L. Kostakis
Seconded by: C. Brillinger

This is an Extract from the Minutes of the Public Meeting of the Toronto Police Service Board that was held on January 14, 2025

P2025-0114-7.0 2024 Review of the Paid Duty Process

The Board was in receipt of a report dated December 17, 2024 from Dubi Kanengisser, Executive Director.

Recommendations:

This report recommends that the Toronto Police Service Board (Board) receive this report.

The Board received the foregoing report.

Moved by: L. Cheng
Seconded by: N. Migliore

This is an Extract from the Minutes of the Public Meeting of the Toronto Police Service Board that was held on January 14, 2025

P2025-0114-8.0 Paid Duty Rates – January 1, 2025

The Board was in receipt of a report dated December 10, 2024, from Dubi Kanengisser, Executive Director

Recommendations:

This report recommends that the Toronto Police Service Board (Board) receive it for information.

Board Members discussed the report. For a detailed account of the discussion, see the YouTube recording starting at minute 6:56:04 here:

<https://www.youtube.com/live/LC1kgfejXkA?si=Z7zwes068hGoS6N6&t=24964>

The Board received the foregoing report.

Moved by: S. Carroll
Seconded by: C. Brillinger

This is an Extract from the Minutes of the Public Meeting of the Toronto Police Service Board that was held on January 14, 2025

P2025-0114-9.0 Toronto Police Service Response to City Council Motion MM16.19 – Authority to Donate Surplus Vehicles

The Board was in receipt of a report dated November 12, 2024 from Myron Demkiw, Chief of Police.

Recommendation:

It is recommended that the Toronto Police Service Board (Board) receive this report and forward a copy of this report to the City of Toronto Executive Committee.

Deputation: Kris Langenfeld

Board Members discussed the report. For a detailed account of the discussion, see the YouTube recording starting at minute 7:15:19 here:

https://www.youtube.com/live/LC1kgfejXkA?si=AZXFM4RVkUMBfcF_&t=26117

The following Motion was moved by Board Member Migliore and seconded by Board Member Kostakis:

That the Board direct the Chief to report any future donations of vehicles as requested for consideration by City Motion 16.19 to the Chair, and authorize the Chair to forward a copy of such reports to the City of Toronto Executive Committee.

The Board approved the Motion, the foregoing report and received the deputation.

Moved by: S. Carroll
Seconded by: N. Migliore

This is an Extract from the Minutes of the Public Meeting of the Toronto Police Service Board that was held on January 14, 2025

P2025-0114-10.0 Agreement with Toronto Community Housing Corporation regarding Special Constables

The Board was in receipt of a report dated December 16, 2024 from Wendy Walberg, City Solicitor.

Recommendations:

1. Approve the agreement between the Board and the Toronto Community Housing Corporation regarding the appointment and governance of special constables, attached as Appendix "A" to this report;

2. Forward the draft agreement to the Solicitor General for their information;
3. Authorize the Chair to execute the agreement on behalf of the Board, on terms and conditions satisfactory to the Chair and in a form satisfactory to the City Solicitor.

Deputations: Miguel Avila Velarde (in person) ([written submission included](#))
Kris Langenfeld (virtual)
Nicole Corrado ([written submission only](#))

Board Members discussed this report. For a detailed account of the discussion, see the YouTube recording starting at minute 7:34:21 here:

https://www.youtube.com/live/LC1kgfejXkA?si=CSgfgZbyb_U_s-mz&t=27259

The Board received the deputations, and approved the foregoing report.

Moved by: A. Morley
Seconded by: L. Kostakis

This is an Extract from the Minutes of the Public Meeting of the Toronto Police Service Board that was held on January 14, 2025

P2025-0114-11.0. Chief's Administrative Investigation Reports

P2025-0114-11.1. [Chief's Administrative Investigation into the Custody Injury of Complainant 2024.21](#)

The Board was in receipt of a report dated November 7, 2024 from Myron Demkiw, Chief of Police.

Recommendation:

It is recommended that the Toronto Police Service Board (Board) receive the following report.

P2025-0114-11.2. [Chief's Administrative Investigation into the Firearm Injury of Complainant 2024.23](#)

The Board was in receipt of a report dated November 4, 2024 from Myron Demkiw, Chief of Police.

Recommendation:

It is recommended that the Toronto Police Service Board (Board) receive the following report.

P2025-0114-11.3. Chief Administrative Investigation of the Custody Injury of Complainant 2024.24

The Board was in receipt of a report dated November 4, 2024 from Myron Demkiw, Chief of Police.

Recommendation:

It is recommended that the Toronto Police Service Board (Board) receive the following report.

P2025-0114-11.4. Chief Administrative Investigation of the Custody Injury of Complainant 2024.28

The Board was in receipt of a report dated December 10, 2024 from Myron Demkiw, Chief of Police.

Recommendation:

It is recommended that the Toronto Police Service Board (Board) receive the following report.

P2025-0114-11.5. Chief Administrative Investigation of the Custody Injury of Complainant 2024.30

The Board was in receipt of a report dated November 12, 2024 from Myron Demkiw, Chief of Police.

Recommendation:

It is recommended that the Toronto Police Service Board (Board) receive the following report.

P2025-0114-11.6. Chief Administrative Investigation of the Custody Injury of Complainant 2024.39

The Board was in receipt of a report dated November 7, 2024 from Myron Demkiw, Chief of Police.

Recommendation:

It is recommended that the Toronto Police Service Board (Board) receive the following report.

Deputations: John Sewell ([written submission only](#))
Nicole Corrado ([written submission only](#))

The Board received the deputations and the foregoing reports.

Moved by: A. Morley
Seconded by: L. Kostakis

This is an Extract from the Minutes of the Public Meeting of the Toronto Police Service Board that was held on January 14, 2025

P2025-0114-12.0. Confidential

At the beginning of the meeting, Member Chris Brillinger moved the following Motion, which was seconded by Member Nick Migliore.

MOTION

THAT the Toronto Police Service Board adjourn the public portion of its meeting to move *in camera* to discuss the following subject matters in accordance with Section 44(1) and (2) of the *Community Safety and Policing Act, 2019*:

- 1. Investigative Matters**
- 2. Operational Needs**
- 3. Labour Relations Matters**

The Board adjourned the public portion of the meeting and reconvened *in camera* meeting for consideration of confidential matters pursuant to Section 44(1) of the *Community Safety and Policing Act, 2019* (C.S.P.A) until 1PM, when it returned to continue the public portion of the meeting.

The following Members attended the confidential meeting:

Shelley Carroll, Chair and Councillor
Chris Brillinger, Vice-Chair
Ann Morgan, Member
Lisa Kostakis, Membe
Lily Cheng, Councillor and Member
Nick Migliore, Member
Amber Morley, Deputy Mayor and Councillor

Next Board Meeting

Regular Public Meeting

Date: Tuesday, March 4, 2025

Location: 40 College Street, Auditorium

Minutes Approved by:

-original signed-

Shelley Carroll
Chair

Members of the Toronto Police Service Board

Shelley Carroll, Chair
Amber Morley, Deputy Mayor & Member
Lily Cheng, Member & Councillor
Nick Migliore, Member

Chris Brillinger, Vice-Chair
Lisa Kostakis, Member
Ann Morgan, Member



PROJECT MAGNIFY

Project Team

- Superintendent Andy Singh – Professional Standards
- Inspector Robert Choe – 14 Division
- A/Inspector Steven Campbell – Office of the Chief
- S/Sgt Christopher Ruhl – Executive Officer, Community Safety Command



Project Vision

We will magnify our policing presence and increase our visibility in communities through:

- The alternative use of the marked police vehicle light bar
- The use of **Guardian Angel Lights (G.A.L.s)** to illuminate our officers



Objectives

- ❖ Improve **trust** in and within the Toronto Police Service (T.P.S.)
- ❖ Support **safer communities**
- ❖ Increase the **visibility** of uniform officers while on patrol with the hope of:
 - ❖ fostering community engagement
 - ❖ promoting **public safety** and **improving confidence** in the **T.P.S.**
 - ❖ encouraging community members to utilize community public spaces **without fear of harm or injury**
- ❖ **Strengthen the relationship** between the police and **community members**



Pilot Overview

Pilot Start Date: August 1, 2024 | **Pilot End Date:** October 31, 2024

Pilot Locations:

- Both G.A.L.s and “High Vis” light bar options - D43, D31, D14 & PSRT
- G.A.L.s only - TSV

of G.A.L.s in operation: 54

- D43: 12 | D31: 12 | D14: 12 | P.S.R.T: 12 | TSV: 6

of Vehicles w/ “High Vis” light bar options: 68

- D43: 16 | D31: 20 | D14: 18 | P.S.R.T: 14

Engagement: Internal and External (eUpdates, social media, surveys)



Pilot Feedback - External

❖ Favourable Community Sentiment - Surveys

Guardian Angel Light	"High Vis" Roof Lights
<ul style="list-style-type: none">• Residents in high-risk neighbourhoods feel safer• Officers are more visible from a distance• Increased engagement with officers	<ul style="list-style-type: none">• Easy to identify and find an officer quickly• Shows increased officer presence• Makes residents feel safer• Increased engagement with officers



Pilot Conclusion

Pilot Start Date: August 1, 2024 | **Pilot End Date:** October 31, 2024

Pilot Locations:

- **Phase 1** - D43, D31, D14 & P.S.R.T.
- **Phase 2** - D51, D52 & T.S.V.

of G.A.L.s in operation: **78**

- D43: 12 | D31: 12 | D14: 12 | P.S.R.T: 12 | TSV: 6
- D51: 12 | D52: 12

of Vehicles w/ “High Vis” light bar options: **116**

- D43: 16 | D31: 20 | D14: 18 | P.S.R.T: 14
- D51: 14 | D52: 10 | T.S.V: 24



Service-Wide Rollout

Command Approved Expansion:

- **HIGH-VIS Roof Lights** - 275 vehicles equipped Service-Wide.
- Expansion of G.A.L.s Service-Wide to Neighbourhood Community Officers, Police Constables and Sergeants as shared assets.
- Expansion of G.A.L.s to the Mounted Unit as shared assets.
- Expansion of G.A.L.s to complete PSRT as shared assets.



Costing Summary

Guardian Angel Light: \$139.66 per unit

Project Magnify:

- D43, D31, D14, D51, D52, T.S.V. & P.S.R.T. - (QTY 78) - total \$10,949.43

Post Project Magnify:

- E.M.P.O. - (Qty 30) - total \$4,245.70

Post Project Magnify:

- E.M.P.O. Drones - (Qty 4) - total \$1,840.58
- Plainclothes - (Qty 2) - total \$920.29
- Fleet - (Qty 6) - total \$2,760.87

Overall (Qty 120) - total \$20,716.88





Questions?





PUBLIC REPORT

November 20, 2024

To: Chair and Members
Toronto Police Service Board

From: Dubi Kanengisser
Executive Director

Subject: Proposed New Board Policy: Critical Points

Purpose: Information Purposes Only Seeking Decision

Recommendations:

It is recommended that the Toronto Police Service Board (Board) approve the proposed Critical Points Policy, appended as Appendix A.

Financial Implications:

There are no financial implications arising from the recommendation contained in this report.

Summary:

The concept of “critical points” was originally proposed by The Honourable John W. Morden in his 2012 report of the Independent Civilian Review into Matters Relating to the G20 Summit, and has since been a subject of a number of recommendations to the Board and to other entities, most recently the Public Order Emergency Commission’s 2023 report by Justice Paul Rouleau.

Throughout these reports, a “critical point” is described as a significant operational matter of which the Board should be apprised, and for which the Board should be given the opportunity to ask questions and set objectives and priorities, to ensure adequate oversight. This report recommends that the Board approve the draft Critical Points Policy that was developed in collaboration with Chief Demkiw, and in consultation with other Ontario police service boards, to ensure a clear and consistent approach.

Toronto Police Service Board

40 College Street, Toronto, Ontario M5G 2J3 | Phone: 416-808-8080 Fax: 416-808-8082 | www.tpsb.ca

Discussion:

Background

Morden Report

In June 2012, The Honourable John W. Morden issued his report of the Independent Civilian Review into Matters Relating to the G20 Summit (the Morden Report). One of the topics examined in the Morden Report revolved around the role of the Board in providing civilian oversight to the Toronto Police Service (the Service) during certain significant events.

The Morden Report recommended that the Board establish a policy to define “critical points” and identify criteria that will be applied in determining when a “critical point” has arisen. The Morden Report suggested that the Board may consider using the following definition of a “critical point”:

a policing operation, event, or organizationally-significant issue for which advance planning and approval at the Toronto Police Service’s command level is required. (Morden Report, p. 8)

In addition, the Morden Report recommended that where a “critical point” arises:

[t]he Board should be provided with relevant operational and other information in order to understand the details of the major event/operation/issue. The Board should then work with the Chief of Police to identify the mission, objectives and priorities for the particular event/operation/issue, the achievement of which will result in the provision of adequate and effective policing in Toronto.” Justice Morden further noted that “[o]nce the mission, objectives and priorities have been defined, the Toronto Police Service must maintain the autonomy to develop and execute the appropriate operational plans. (Morden Report, p. 9)

In partial response to this and related recommendations, at its meeting of July 16, 2015, the Board approved, a [Designated Special Events](#) Policy (Minute No. P186/15 refers).

This Policy establishes criteria for a “designated special event” including:

- that the event is beyond the scope of day-to-day operations for the Service and has the potential to substantially disrupt public peace, order or security;
- that the event is sponsored or hosted by the federal or provincial government, or another external entity; that the event features extraordinary operational requirements; and
- that the event requires extraordinary funding and reimbursement agreements with external agencies.

However, the definition of a “designated special event” excludes unplanned events or operations that may, nevertheless, fit Justice Morden’s definition of a “critical point.”

Missing and Missed Report

In April 2021, The Honourable Gloria J. Epstein issued the report of the Independent Civilian Review into Missing Person Investigations, titled “*Missing and Missed*” (“*Missing and Missed*”). In her report, Justice Epstein returns to the Morden Report’s concept of “critical points,” noting that “[t]he Board never created such a policy. It should have.” (*Missing and Missed*, p. 53). In her recommendations, Justice Epstein reiterated the need for a policy on “critical points,” and established that, at a minimum, the criteria applied should include:

- (a) a policing operation, event, or organizationally significant issue requiring command level approval (i.e., by the chief of police or deputy chief of police) or command level advance planning,
- (b) operations that may have a material impact on the Toronto Police Service’s relationship with, and servicing of, marginalized and vulnerable communities, including those communities in which significant numbers of community members mistrust the police. These include racialized, Indigenous, L.G.B.T.Q.2S.+, homeless or underhoused, and others identified in this Report, as well as the intersection of these communities. Included here are operational decisions that may have a material impact on future relationships with these communities;
- (c) operations that may impact, in a material way, on the Service’s reputation or its effectiveness;
- (d) operational matters, even ones involving an individual case, if they raise questions of public policy;
- (e) internal audits or analogous documents that identify systemic issues within the Service; and
- (f) complaints against individual officers and the Service and findings about discrimination by other tribunals that raise systemic issues. (*Missing and Missed*, p. 723–724).

Missing and Missed also references the 2007 Report of the Ipperwash Inquiry, led by Judge Sidney Linden, commenting that the Board should also consider the non-exhaustive list of operational decisions that might require policy intervention by government (*Missing and Missed*, p. 724–725).

Public Order Emergency Commission

In his February 2023 Report of the Public Inquiry into the 2022 Public Order Emergency (“Public Order Emergency Commissioner [P.O.E.C.] Report”), The Honourable Paul S. Rouleau cites both the Morden Report and *Missing and Missed*, recommending that:

All police services boards in jurisdictions that may be the subject of or adversely affected by major events including large-scale protests should create policies, consistent with the Morden and Epstein reports and their statutory-defined responsibilities, that delineate their oversight and governance roles in addressing those events. Such policies should, at a minimum:

- a. articulate what constitutes a “critical point”;
- b. articulate what kinds of activities constitute best practices, including what they can and should do to ensure adequate and effective policing in their jurisdiction — such as setting priorities, asking questions, and providing non-binding advice in relation to operational matters — and obtaining such information as may be needed for them to facilitate resourcing issues. These activities might well include post-event evaluations of lessons learned, particularly in connection with unplanned major events, and the identification of best practices in policing, going forward;
- c. differentiate, where appropriate, between planned and unplanned events insofar as this distinction may affect the nature and timing of civilian oversight when an event rises to the level of a “critical point”;
- d. articulate the scope and meaning of prohibitions against interference or direction of day-to-day operations and when directions to the chief of police should be memorialized in writing;
- e. articulate the role of boards in supporting requests for additional resources or an integrated command and control to address major events;
- f. ensure that information conveyed outside of board meetings is shared with all board members;
- g. provide for training and education of board members and senior police leadership on the contents of such policies and best practices; and
- h. where appropriate, require that the police service create complementary procedures and practices to support these policies. (P.O.E.C. Report, p. 283–285)

Notably, the P.O.E.C. Report draws a distinction in section (c) above between planned and unplanned events. Oversight of planned events, such as the G20 Summit, are addressed in the Board’s Designated Special Events Policy. However, unplanned events, such as the missing person investigations that were the focus of review in *Missing and Missed*, as well as those events reviewed by the Public Order Emergency Commission, are not.

Proposed Critical Points Policy

In response to recommendations 3 and 4 of *Missing and Missed*, the Board Office has engaged with Chief Demkiw and other stakeholders, including staff from other police service boards in Ontario and the Ontario Association of Police Service Boards, to develop an approach that will effectively and consistently address the issues raised by Justice Morden, Justice Epstein and Commissioner Rouleau in their respective reports. The proposed Critical Points Policy, attached as Appendix A, is the outcome of these efforts.

Defining Critical Points

As described above, “critical points” were defined in various ways in a variety of reports and documents, and generally through lists of possible criteria. While the proposed criteria are helpful in elucidating the concepts outlined by the different authors, they have proven difficult to operationalize in a clear and consistent manner.

As a result, the Board was faced with the challenge of identifying a definition that will not place a challenging onus on the Chief to determine, through vague criteria, whether a certain matter or situation meets the threshold of a “critical point,” while also avoiding overburdening both the Chief and the Board with a large number of “false positives” of possible critical point situations where the Board must subsequently determine that a matter or situation does not rise to that threshold.

The definition used in the proposed Policy was adapted from the Halton Police Board’s Policy G-11 Chief-to-Board Communication. Similar to Halton Police Board’s definition of “matters of immediate strategic significance,” the proposed Policy defines a “critical point” as:

A matter of strategic significance that is time-sensitive and which rapidly elevates the Board’s operational, financial, reputational or other enterprise risk, and, therefore, calls for the Board’s immediate attention and/or preparedness to take action.

The adoption of the language of risk provides the Chief of Police with the necessary guidance to identify all the elements identified by the aforementioned reviewers, and the ability to provide a clear rationale to decisions. For added clarity, the proposed Policy includes a non-exhaustive list of examples, drawing from the lists provided by previous reviews. This definition has already been used in practice in the last several months by the Chief in determining when to advise the Board as to potential “critical points” in the absence of a formal policy, and, to date, has proven helpful, useable and clear.

Critical Point Reporting Protocol

The proposed Policy establishes a protocol for the Chief to advise the Board of potential “critical points,” and for the Board to determine whether the potential “critical point” requires a request for additional information and/or the provision of direction to the Chief, such as setting objectives and priorities. The Board may also independently identify a planned or anticipated event as a potential “critical point,” and request the Chief to advise the Board accordingly.

The proposed Policy highlights two crucial duties of the Board in receiving these reports from the Chief:

- **Maintaining strict confidentiality:** Given the operational and often very sensitive nature of the matters that will fall under the definition of a “critical point,” Board Members must ensure that the information provided by the Chief is not shared with anyone outside the Board and Board Office staff. The Policy also requires the Board, subject to operational considerations and the advice of the Chief, to publicly disclose the nature of the operational matter related to the “critical point,” and any directions given to the Chief with regards to it.
- **Ensuring the Chief’s Autonomy:** The Board role with regards to “critical points,” as established in the Morden Report is to ask questions, set objectives and

provide non-binding advice to the Chief. However, once given the opportunity to do so, the Board must ensure that the Chief maintains their autonomy to finalize and execute their operational plans. The Board's oversight of the Service can come to the fore should the Board determine that the objectives set are not being achieved, in which case the Board will inform the Chief of this determination. At all times, however, the appropriate actions necessary to achieve the mission and objectives will be determined and executed by the Chief.

Training

In line with recommendations 6 and 7 of *Missing and Missed*, the proposed Policy requires that both Board Members and senior Service Members are trained to recognize and understand the definition of a "critical point," and to understand their respective duties with regards to "critical points."

Conclusion:

It is, therefore, recommended that the Board approve the proposed Critical Points Policy, attached as Appendix A.

Respectfully submitted,

Dubi Kanengisser
Executive Director

Attachments:

Appendix A: Proposed Critical Points Policy



TORONTO POLICE SERVICE BOARD

CRITICAL POINTS POLICY

DATE APPROVED		Minute No:
DATE(S) AMENDED		
REPORTING REQUIREMENT		
LEGISLATION	<i>Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1, ss. 37(1)(a) and (f), and 38(1)(a) and (b).</i>	

GUIDING PRINCIPLES

Information sharing between the Toronto Police Service (Service) and the Toronto Police Service Board (Board) is foundational to the Board's effective execution of its oversight responsibilities. In particular, information sharing is crucial during times of elevated organizational risk, such as when facing large-scale events.

This Policy defines such **Critical Points** and sets out a process to guide the Chief of Police and the Board in identifying them, and ensuring the flow of relevant information from the Service to the Board, so that the Board can most effectively carry out its oversight and governance role, including setting priorities, asking questions, and providing non-binding advice in relation to operational matters.

The Board acknowledges there are limits to the direction that the Board may give to the Chief of Police, and the importance of respecting those limits. The Board is prohibited by law from directing the Chief of Police with respect to specific investigations, or the conduct of specific operations. Therefore, while the Board may set objectives and priorities for the policing of a Critical Point, the Chief of Police has the authority to determine the methods by which the objective, priority, or outcome will be achieved.

This Policy will not prevent or restrict the Service from exercising its policing powers and authorities, in emergent circumstances, to protect community safety.

PURPOSE OF POLICY

The purpose of this Policy is to:

- Define the term Critical Point and provide clear and consistent assessment criteria for use in identifying Critical Points as they arise
- Describe the type of information the Board requires from the Chief in order to assess potential Critical Points;
- Describe the information sharing process between the Board and the Service when a Critical Point has been identified/confirmed;

- Strengthen oversight of the Service, consistent with the Board's legislative responsibilities;
- Ensure accountability of the Service to the Board; and
- Ensure that the Chief of Police can discharge their duties according to law.

POLICY OF THE BOARD

It is the Policy of the Board that:

Definitions

1. **Critical Point:** A matter of strategic significance that is time-sensitive and which rapidly elevates the Board's operational, financial, reputational or other enterprise risk, and, therefore, calls for the Board's immediate attention and/or preparedness to take action.

For example:

- a. Large scale operations or events for which advance planning and approval by the Service's Command is required;
- b. Events or operations that are likely to have a material impact on the Service's relationship with, and service to, marginalized and vulnerable communities;
- c. Events or operations that raise significant questions of public policy; or
- d. Credible external or internal complaints, including complaints regarding workplace discrimination or harassment, against individual officers and the Service, and findings by other tribunals related to discrimination, where such complaints or findings raise significant systemic issues.

For clarity, the above examples are not exhaustive.

Reporting on Critical Points

2. The Chief of Police will inform the Chair or their designate of any situation in which the Chief of Police believes a Critical Point has emerged or is likely to emerge and provide the Chair, in writing, with further information regarding the Critical Point, including, as appropriate:
 - i. The general nature of the Critical Point;
 - ii. The elevated risk(s) posed by the Critical Point;
 - iii. Relevant operational and other information necessary for the Board to understand the details of the Critical Point, including an outline of the operational plan, and continuity of service plans;
 - iv. Any plans to involve other organizations, including, in the case of other law enforcement agencies, recommendations to the Board to make requests of other boards or the Ontario Provincial Police Commissioner;

- v. An estimate of the financial impact;
 - vi. Relevant legislation and other legal requirements that may apply including the need for additional authorities; and
 - vii. Any ongoing considerations, including resources needed, or policy impacts.
3. The Chair will share the information provided by the Chief of Police with Board Members, all of which will be held in the strictest of confidence.
4. The Chair, in consultation with the Board Members, and in accordance with the Board's Procedural Bylaw, will determine whether there is a need to obtain additional information and/or provide direction to the Chief in accordance with the Board's policies, duties and responsibilities, including setting objectives and priorities, and if so, whether to call a Special Meeting of the Board, or to include the Critical Point as an item on the Agenda of the Board's next regularly scheduled meeting.
5. The Chief will continue to update the Board, through the Chair, on any significant developments, including once the Chief of Police determines that the Critical Point has concluded. In consultation with the Board Members, the Chair may call a Special Meeting of the Board at any time or include an item on the Agenda of a regularly scheduled Board Meeting, to discuss the Critical Point.

Identification of Critical Points by the Board

6. When the Chair believes, or is advised by a Board Member(s) that they believe, that a planned or anticipated event may constitute a Critical Point, the Chair shall request the Chief of Police to consider whether, in their view, the event may meet the definition of Critical Point, and either report to the Board in accordance with this Policy, or, alternatively, provide to the Chair reasons that the event in question does not meet the definition of a Critical Point.

Chief's Autonomy

7. Once the Board has been given the opportunity to set objectives, ask questions, and provide non-binding advice in relation to operational matters, where applicable the Chief will maintain the autonomy to finalize and execute the plans.
8. If, during the duration of a Critical Point, the Board concludes that, in its view, the objectives are not being achieved, the Board will inform the Chief of Police of its conclusion. However, the Chief of Police will remain autonomous in determining the appropriate execution of the plans in order to achieve the mission, objectives and priorities.

Training

9. The Chief will provide training to ensure that all Command and Service Members from the rank of Inspector and above are trained to recognize the circumstances that may lead to a Critical Point, and to inform the Chief of Police and Command when a potential Critical Point is identified; and
10. The Board will ensure that all new Board Members receive training to understand the definition of a Critical Point, and effectively understand their responsibilities with regards to the consideration of Critical Points.

Public Reporting

11. Subject to operational considerations and the advice of the Chief of Police, the Board will publicly disclose, where it is possible to do so without risking the effectiveness of the operation or any other operations, the safety of Service Members or members of the public, or any other operational considerations raised by the Chief:
 - a. The nature of the operational matter related to a Critical Point; and
 - b. Any directions given to the Chief of Police related to a Critical Point.



PUBLIC REPORT

December 9, 2024

To: Chair and Members
Toronto Police Service Board

From: Dubi Kanengisser
Executive Director

Subject: Revisions to the Board's Procedural By-law

Purpose: Information Purposes Only Seeking Decision

Recommendation(s):

It is recommended that the Toronto Police Service Board (Board) approve the revised Procedural By-Law attached as Appendix A.

Financial Implications:

There are no financial implications arising from the recommendation(s) contained in this report.

Summary:

This report proposes revisions to By-law No. 161 (Procedural By-law). The proposed revisions will clarify the process for discussing matters before the Board, and better align it with the processes in place at City Council meetings, to increase the efficiency of Board discussions.

Discussion:

The Procedural By-law governs the proceedings of the Board and its committees. Notice of the proposed changes was provided to the Board at its November 12, 2024 meeting (Min. No. P2024-1112-3.0.).

The proposed Procedural By-law includes a replacement for section 20 (titled "Rules of Debate at the Board") and a revision for subsection 21.1 (under "Voting").

Toronto Police Service Board

40 College Street, Toronto, Ontario M5G 2J3 | Phone: 416-808-8080 Fax: 416-808-8082 | www.tpsb.ca

Section 20 has been redrafted to improve the clarity of the process for Board discussions, and to facilitate more efficient discussion. This includes implementing a per Board Member limit of five minutes for questions and five minutes for speaking on every agenda item. For added clarity, new sections 20.9-20.10 were added to the version provided to the Board in November, confirming that the Board may consent to additional rounds of questions or speaking provided that all Board Members had an opportunity to ask questions or speak.

Section 20.1 has been revised to establish a clearer process and avoid uncertainty with regards to voting on motions.

Conclusion:

A copy of the draft revised Procedural By-law is attached as Appendix A. It is recommended that the Board approve the revised By-law.

Respectfully submitted,

Dubi Kanengisser
Executive Director

Attachments:

Appendix A: Draft Revised Procedural Bylaw

APPENDIX A

PROCEDURAL BY-LAW TPSB

TABLE OF CONTENTS

1.	PREAMBLE.....	2
2.	INTERPRETATION.....	2
3.	DEFINITIONS	3
4.	APPLICATION	4
5.	ELECTION OF CHAIR AND VICE-CHAIR.....	5
6.	DUTIES OF THE CHAIR.....	6
7.	DUTIES OF THE VICE-CHAIR.....	7
8.	AGENDA.....	7
9.	MINUTES.....	8
10.	COMMITTEES OF THE BOARD.....	9
11.	REGULAR MEETINGS OF THE BOARD	10
12.	SPECIAL MEETINGS OF THE BOARD.....	10
13.	PUBLIC AND CONFIDENTIAL MEETINGS	11
13.A	ELECTRONIC MEETINGS.....	11
14.	CALLING MEETINGS TO ORDER	12
15.	QUORUM	12
16.	CONFLICT OF INTEREST DISCLOSURE.....	12
17.	HEARING OF PUBLIC DEPUTATIONS AT BOARD MEETINGS	12
18.	CONDUCT OF THE PUBLIC	14
19.	CONDUCT OF MEMBERS.....	14
20.	RULES OF DEBATE AT THE BOARD.....	15
21.	VOTING	16
22.	RECONSIDERATIONS	17
23.	POINTS OF ORDER AND PROCEDURE	17
24.	BY-LAWS.....	18
25.	RECORDING DEVICES.....	18
26.	AMENDMENTS TO BY-LAW	19
27.	ADMINISTRATION	19
28.	EFFECTIVE DATE	19

TORONTO POLICE SERVICE BOARD
BY-LAW NUMBER 161

A By-Law to Govern the Proceedings of the Toronto
Police Service Board and its Committees

1. PREAMBLE

- 1.1 Subsection 22(1) of the *Community Safety and Policing Act* (the Act) provides that there will be a police service board for every municipality that maintains a police force.
- 1.2 Subsection 46(1) of the Act provides that a board will establish its own rules and procedures in performing its duties under the Act.
- 1.3 The Toronto Police Service Board wants to establish rules governing the conduct of its meetings and other related matters.
- 1.4 The Toronto Police Service Board wants to ensure that those rules reflect the principles of accessibility, responsiveness and accountability to the community, fairness, respect and full debate in the conduct of its meetings and flexibility in responding to changing circumstances at meetings of the Board.
- 1.5 The Toronto Police Service Board wants to ensure that the application and interpretation of the procedural rules contained in this by-law are consistent with the principles set out above.

NOW THEREFORE, the Toronto Police Service Board hereby enacts as follows:

2. INTERPRETATION

- 2.1 This By-law will be interpreted to be consistent with the following principles:
 - (a) The majority of Members have the right to decide;
 - (b) The minority of Members have the right to be heard;
 - (c) All Members have the right to information to help make decisions, unless otherwise prevented by law;
 - (d) Members have a right to an efficient meeting;
 - (e) All Members have the right to be treated with respect and courtesy; and
 - (f) All Members have equal rights, privileges and obligations, subject to additional rights, privileges and obligations granted to the Chair

under this By-law or other Board resolution.

3. DEFINITIONS

3.1 In this By-law:

- (a) “Act” means the Community Safety and Policing Act, 2019, as amended;
- (b) “Agenda Deadline” means the time by which reports or requests must be received in order to be considered by the Chair as a potential matter for an upcoming Board meeting agenda;
- (c) “Board” means the Toronto Police Service Board;
- (d) “Board Administrator” means the administrator of the Board;
- (e) “Business Days” means calendar days exclusive of Saturdays, Sundays and statutory holidays in the Province of Ontario;
- (f) “By-law” means this by-law as amended from time to time;
- (g) “Chair” means the Member elected as Chair of the Board pursuant to subsection 36(1) of the Act;
- (h) “Chief” means the Chief of the Toronto Police Service;
- (i) “Committee” means a committee of the Board which is established by the Board in accordance with the Act and section 10;
- (j) “Confidential Meeting” and “Confidential Agenda” mean a meeting of the Board, or a portion of a meeting, that is closed to the public, and the associated list of items to be considered at the confidential meeting;
- (k) “Council” means the Council of the City of Toronto;
- (l) “Deputation” means an address to the Board or its Committees at the request of a person or representative of a group or organization wishing to speak;
- (m) “Executive Director” means the Executive Director of the Board;
- (n) “Improper Conduct” means behaviour which causes any obstruction to the deliberations or proper conduct of a meeting;
- (o) “Member” means a member of the Board;
- (p) “motion to defer” means a motion made for the purpose of disposing of a matter with or without any proposed amendment, by delaying its consideration indefinitely or until some specified time or event;

- (q) “motion to receive” means a motion made for the purpose of acknowledging receipt of a particular item and placing the item in the records of the Board for future reference;
- (r) “motion to refer” means a motion made for the purpose of disposing of a matter under consideration, with or without any proposed amendment, by referring it and seeking its consideration by any designated Committee, advisory panel, body or official;
- (s) “point of order” means the raising of a question for the purpose of calling attention to any departure from the terms of this By-law or the customary modes of proceedings in debate or in the conduct of the Board’s business;
- (t) “point of procedure” means a question directed to the Chair to obtain information on the rules of the Board bearing on the business at hand in order to assist a Member to make an appropriate motion, raise a point of order or understand the effect of a motion;
- (u) “Presentation” means an address to the Board or Committee at the request or invitation of the Board or a Committee;
- (v) “Quorum” means a majority of the Members of the Board pursuant to section 43(2) of the Act;
- (w) “Recorded Vote” means a vote for which the Board Administrator records all Members present and how they voted; and
- (x) “Vice-Chair” means the Member elected as the Vice-Chair of the Board pursuant to subsection 36(2) of the Act.

3.2 In this By-law, words importing the singular number include the plural and vice-versa, and all references to gender will be read as gender neutral.

4. APPLICATION

4.1 Subject to section 4.3, the rules of procedure set out in this By-law will be observed in all proceedings of the Board, and will govern the order and dispatch of business conducted by the Board.

4.2 The rules of procedure contained in this By-law, with necessary modifications, are likewise applicable to a Committee.

4.3 All points of order or procedure for which rules have not been provided in this By-law will be decided by the Chair, as far as is reasonably possible, first, in accordance with the established rules of City of Toronto Council and second, in accordance with the rules of parliamentary procedure as contained in Robert’s Rules of Order.

4.4 The Board may waive any rules of procedure established by this By-law as

it considers appropriate.

4.5 Notwithstanding section 4.4, the Board cannot waive the following rules:

- (a) Meetings open to the public (section 13);
- (b) Quorum necessary for Board and committee meetings (section 15);
- (c) Reconsidering decisions (section 22); and
- (d) Amending the procedure by-law (section 26).

5. ELECTION OF CHAIR AND VICE-CHAIR

5.1 In accordance with subsections 36(1) and (2) of the Act, the Members of the Board will, at the first public meeting of the Board in each calendar year, elect from amongst its Members present, a Chair and Vice-Chair for the year, in the following manner:

- (a) The election of Chair and Vice-Chair will be conducted by the Board Administrator;
- (b) The Board Administrator will call for nominations;
- (c) Nominations will require a mover and seconder;
- (d) Every nominee will be asked by the Board Administrator if they accept their nomination;
- (e) Prior to the vote being taken, when there is more than one nominee, each nominee will be given an opportunity to speak to the nomination for up to five (5) minutes. Candidates will be called upon in alphabetical order of their surname;
- (f) After the nominees have completed their speeches, or, when there is only one nominee, once there are no more nominations, a vote will be taken;
- (g) If there are more than two nominees who choose to accept their nomination and upon the first vote no nominee receives the majority required for election, the name of the nominee receiving the least number of votes will be dropped and the Board will proceed to vote again and continue to do so until either,
 - (i) A nominee receives the majority required for election; or
 - (ii) It becomes apparent by reason of an equality of votes that no nominee can be elected.
- (h) Where the votes cast in a vote under this section are equal for all the candidates:

- (i) if there are three or more candidates nominated or remaining, the Board Administrator will by lot select one such candidate to be excluded from subsequent voting; or
 - (ii) if only two candidates remain, the tie will be broken and the position of Chair filled by the candidate selected by lot conducted by the Board Administrator.
- (i) For the purpose of subsection (i), “lot” means the method for determining the candidate to be excluded or the candidate to fill the position, as the case may be, by placing the names of the candidates on equal size pieces of paper placed in a box and one name being drawn by the Board Administrator.

6. DUTIES OF THE CHAIR

6.1 The Chair of the Board will:

- (a) preside at all meetings of the Board;
- (b) open the meeting of the Board by taking the chair and calling the Members to order;
- (c) receive and submit all motions presented by the Members;
- (d) put to vote all motions which are duly made and announce the result;
- (e) decline to put to a vote motions which infringe upon the rules of procedure or which are beyond the jurisdiction of the Board;
- (f) ensure that the Members, when engaged in debate, act within the rules of procedure;
- (g) enforce, on all occasions, the observance of order and decorum at a meeting;
- (h) call by name any Member persisting in breach of the rules of procedure and order them to vacate the room in which the meeting is being held;
- (i) advise the Board on any point of order as necessary;
- (j) adjourn the meeting upon motion duly made when the business is concluded;
- (k) adjourn the meeting or suspend or recess the meeting for a time to be specified by the Chair, if considered necessary;
- (l) act as the spokesperson for the Board or designate the Vice-Chair or the Executive Director to do so;

- (m) represent the Board at public or official functions or designate another Board Member or the Executive Director to do so;
- (n) sign all documents for, and on behalf of, the Board including but not limited to by-laws, resolutions, orders, and agreements which have been approved by the Board;
- (o) perform any and all other duties when directed to do so by motion of the Board; and
- (p) where appropriate, expel or exclude from a meeting any person for Improper Conduct.

7. DUTIES OF THE VICE-CHAIR

- 7.1 When the Chair is absent or refuses to act, the Vice-Chair will act in their place, and, while acting, will have the authority, rights, duties and powers of a Chair.
- 7.2 If the position of Chair becomes vacant, the Vice-Chair, if willing, will act in their place and assume the position of Chair for the remainder of the term until an election is held at the first meeting in the calendar year. If the Vice-Chair assumes the position of Chair, an election will be held for the position of Vice-Chair at the next regular meeting. If the Vice-Chair declines to assume the position of Chair, the Members will elect an interim Chair in accordance with the procedures set out in section 5 of this By-law.

8. AGENDA

- 8.1 The Board Administrator will prepare an agenda, for approval by the Executive Director and the Chair, in that order, for the use of the Members at the meetings of the Board:
 - 1. Call to Order
 - 2. Declarations of Interest
 - 3. Verbal Update from the Chief
 - 4. Confirmation of the Minutes from the Previous Meeting
 - 5. Presentations
 - 6. Reports Deferred from Previous Meetings
 - 7. Items for Consideration
 - 8. Confidential Items
 - 9. Adjournment

- 8.2 Each regular meeting will include a public and confidential agenda, as prepared by the Board Administrator and approved by the Chair.
- 8.3 Information on a confidential agenda of the Board will be marked "Confidential".
- 8.4 Any Member may submit an item to be put on an agenda provided that:
- a. The request is received in writing by the Executive Director prior to the Agenda Deadline;
 - b. The requested item contains a recommendation with supporting information; and
 - c. The matter for consideration is within the jurisdiction of the Board.

Any request that meets the above criteria will be placed on the agenda for the next scheduled Board Meeting.

- 8.5 The agenda for each regular meeting will be available to each Member at least five (5) clear Business Days preceding the day appointed for the holding of the meeting.
- 8.6 The public agenda for regular board meetings will be posted on the Board's website no later than five (5) clear Business Days prior to the Board meeting.
- 8.7 The Board will deal with matters in the order established on the agenda. The Board may consent to alter the established order to facilitate the business of the meeting.
- 8.8 Any Member may add new business to the agenda after the Agenda Deadline if it relates to an urgent matter and the Board consents to the addition.
- 8.9 The Chair will use their reasonable efforts to satisfy the notice provisions set out in this section. Failure to satisfy any of the notice provisions contained in this section does not invalidate the meeting or any proceeding at the meeting.

9. MINUTES

- 9.1 The Board Administrator will cause minutes to be taken of each meeting of the Board, which will include:
- (a) the place, date and time of the meeting;
 - (b) the name of the Chair and the attendance of the Members, the Executive Director, senior staff of the Toronto Police Service, names of presenters and persons making deputations;

- (c) the confirmation and correction, if required, of the minutes of the previous meeting;
 - (d) declarations of interest; and
 - (e) in accordance with section 43(4) of the Act, a record without note or comment of all resolutions, decisions and other proceedings at the meeting.
- 9.2 Unless otherwise decided by the Board, the minutes of each Board meeting will be submitted for confirmation or amendment to the Board at its next regular meeting or as soon thereafter as is reasonably practicable.
- 9.3 The draft public minutes of the Board, as approved by the Chair, will be posted on the Board's website.

10. COMMITTEES OF THE BOARD

- 10.1 The Board may, subject to the requirements of section 42 of the Act, establish a committee by by-law, and appoint two or more Members to a Committee to exercise any authority conferred on the Board in order to address any matter within the jurisdiction of the Board.
- 10.1A The Board may appoint one or more additional members, who are not Members of the Board, to a committee, as long as a majority of the committee is composed of Members of the Board.
- 10.2 The rules governing the procedures of the Board and the conduct of Members will be observed in all Committee meetings so far as they are applicable.
- 10.3 The Chair will be an ex-officio Member of any Committee appointed pursuant to section 10.1 and will be entitled to vote as a Member of any such Committee.
- 10.4 The Board will appoint Members to Committees for a specified period of time.
- 10.5 The Board will appoint a Chair of each Committee.
- 10.6 Members who are not Members of a specific Committee may attend meetings of that Committee and may, with the consent of the Chair of that Committee, take part in the discussion, but will not be counted in the quorum or entitled to make motions or to vote at these meetings.
- 10.7 Committee members may deal directly with the Chief or their designates, or members of the Command Team or their designates, when the Committee requires the assistance of the Toronto Police Service.
- 10.8 The Committee will report on its work to the Board as directed by the Board.

10.9 The Board may establish, by by-law, ad hoc Committees of limited duration, to inquire and report on a particular matter or concern. An ad hoc Committee will dissolve automatically upon submitting its final report to the Board.

11. REGULAR MEETINGS OF THE BOARD

11.1 The regular meetings of the Board will be held at least four times each year pursuant to subsection 43(1) of the Act or more frequently at the direction of the Board.

11.2 The Board will hold its regular public meetings according to the schedule and at locations set annually and approved by the Board, or at such other place or time as may be determined by the Board.

11.3 Regular meetings will not be scheduled for a time which conflicts with a regular meeting or a meeting previously called of the Council of the City of Toronto or any of its committees on which Members sit.

11.3A Where the Chair determines that a regular meeting must be rescheduled after the approval of the schedule, the meeting will not be called for a time which a Board Member has indicated they cannot accommodate without their written consent.

11.4 The Chair will preside at all Board meetings. In the event the Chair does not attend a meeting at which they are to preside within thirty (30) minutes after the time appointed for the meeting, the Vice-Chair will call the Members to order and will preside until the arrival of the Chair. Where the Executive Director advises the Vice-Chair that the Chair has provided notice that they will not attend, the thirty minutes wait time may be waived by resolution of those Members in attendance. If the Chair and Vice-Chair are not in attendance within thirty (30) minutes after the time appointed for the meeting, then, provided that a Quorum is present, those Members in attendance will, by resolution, appoint one of themselves to act as Acting Chair for that meeting or until the arrival of the Chair or Vice-Chair.

11.5 The Board may alter the meeting schedule as it considers necessary.

12. SPECIAL MEETINGS OF THE BOARD

12.1 The Chair may, at any time, call a special meeting of the Board on twenty-four hours' notice and will do so whenever requested in writing by a majority of the Members of the Board.

12.2 The Board Administrator may give notice of special meetings to the Members of the Board by electronic means.

12.3 The notice calling a special meeting of the Board will state the business to be considered at the special meeting and no business may be considered at a special meeting of the Board other than that specified in the notice, unless approved by the Board.

12.4 Special meetings will not be called for a time which conflicts with a regular meeting or a meeting previously called of the Council of the City of Toronto or any of its committees on which Members sit, unless all City Councillors who are also Members consent to the time of the special meeting.

12.5 Notwithstanding any other provision contained in this section, the Chair may cancel a special meeting if they called the meeting. The Chair may only cancel a special meeting that was requested by the Members if a majority of the Members consent to the cancellation.

13. PUBLIC AND CONFIDENTIAL MEETINGS

13.1 Meetings of the Board will be open to the public except as authorized by subsections 44(2), (3) or (6) of the Act.

13.2 No people other than Members and those permitted by the Board will attend confidential meetings, and all others will vacate the meetings when asked by the Chair.

13.3 All information pertaining to a confidential meeting will be treated as confidential by all persons in attendance unless the Board agrees to disclose it publicly.

13.4 During a confidential meeting, the Board may move any item from the confidential agenda to a public agenda.

13.A ELECTRONIC MEETINGS

13.A.1 The Board may, at the direction of the Chair, hold a regular or special meeting where some or all Members participate electronically and are not physically present in the same location.

13.A.2 Where a meeting is being held in accordance with section 13.A.1:

- (a) notice of the meeting and instructions on how members of the public can view and/or participate in the meeting will be included in the agenda and/or notice for the meeting;
- (b) any Member participating in the meeting electronically will be deemed present for the purposes of Quorum under section 15 of the By-law, voting under section 21 of the By-law and for all other purposes; and
- (c) this By-law will apply to the meeting with any other necessary modifications as may be required.

14. CALLING MEETINGS TO ORDER

14.1 As soon as possible after the hour fixed for a meeting of the Board, and where a quorum is present, the Chair will take the chair and call the meeting to order.

15. QUORUM

15.1 If a Quorum for either a regular or special Board meeting is not present within thirty (30) minutes of the time fixed for the commencement of the meeting, or the resumption of a meeting after an adjournment or recess, the Board Administrator will record the names of the Members present and the meeting will stand adjourned until the time identified in a motion to “fix the time to which to adjourn”, or the next regular meeting of the Board.

15.2 If Quorum is lost during a meeting of the Board, the Chair will, upon determining that a Quorum is not present, request the Board Administrator to call for a Quorum period of fifteen (15) minutes, or until a Quorum is present, whichever is sooner.

15.3 If there is still no Quorum of the Board after fifteen (15) minutes, the meeting will stand adjourned and the Board Administrator will record the names of the Members present. In this case, all unfinished business will be carried forward to the next meeting of the Board.

16. CONFLICT OF INTEREST DISCLOSURE

16.1 Members will be governed by the Municipal Conflict of Interest Act, R.S.O 1990, c. M.50, as amended.

16.2 To fulfill the Board’s function pursuant to Part X of the Act (Public Complaints) or Part XII (Discipline and Termination), Members should not take part in the administration of Part X or Part XII matters if they have a personal interest or where they may be perceived as having a personal interest or bias.

16.3 The Board Administrator will record in reasonable detail, the particulars of any disclosure of conflict of interest made by a Member, and the particulars will appear in the minutes of that meeting of the Board.

17. HEARING OF PUBLIC DEPUTATIONS AT BOARD MEETINGS

Items on the Public Agenda

17.1 Persons wishing to make a deputation to the Board regarding an item on the public meeting agenda may be heard with the permission of the Chair provided the following requirements are met:

- (a) the request must be received no later than noon on the business day preceding the day of the meeting;

- (b) the request must be made to the Board Administrator in a form prescribed by the Board;
- (c) the request must set out the particulars of the matter and include a copy of any materials that will be presented; and
- (d) the request must indicate the name, and at least one of either the telephone number or email address of the person who will speak to the matter.

17.2 Repealed

17.3 Repealed

No Deputations on Items on a Confidential Agenda

17.3A Persons may not make deputations to the Board with regard to items listed on a confidential agenda.

General Rules for Deputations

17.4 Unless otherwise directed by the Board, deputations will be restricted to five (5) minutes and will be addressed only to the stated business. The time allotted for any deputation may be extended or reduced as considered necessary at the discretion of the Board.

17.5 A deputation on behalf of any organization or group may be made by more than a single representative but the entire submission on behalf of an organization or group will be limited to five (5) minutes. If a person is speaking both on their own behalf and as a representative of an organization or group, the entire submission will be limited to five (5) minutes.

17.6 Upon the completion of a deputation to the Board, any discourse between Members and the persons making the deputation will be limited to Members asking questions for clarification for up to five (5) minutes. Members of the Board will not enter into debate with the person making the deputation.

17.7 Requests to make a deputation after the meeting has commenced will be considered by the Chair and approved at their discretion.

17.8 A person making a deputation will not:

- (i) speak disrespectfully of any person;
- (ii) use offensive words or language;
- (iii) speak on any subject other than the subject for which they have received approval to address the Board;

- (iv) speak concerning the conduct of a police officer or make a complaint against a police officer or member of the Toronto Police Service, staff and Members of the Board; or
- (v) disobey the rules of procedure or a decision of the Chair.

17.9 The Chair may curtail any deputation or debate during a deputation for Improper Conduct or any other breach of this By-law and where, after giving a caution, the Chair rules that the deputation is concluded, the person or persons appearing will immediately withdraw.

Use of translator

17.10 A person making a deputation may use a translator, and the translation time does not count towards the five-minute limit.

18. CONDUCT OF THE PUBLIC

18.1 Members of the public in attendance at a meeting will not:

- (a) address the Board without permission;
- (b) bring signage, placards or banners into meetings and will refrain from any activity or behaviour that would interfere with Board deliberations; or
- (c) engage in Improper Conduct.

19. CONDUCT OF MEMBERS

19.1 No Member will:

- (a) use offensive words or language in meetings of the Board;
- (b) speak on any subject other than the subject in debate;
- (c) criticize any decision of the Board at a meeting except for the purpose of moving that the question be reconsidered; or
- (d) disobey the rules set out in this By-law or a decision of the Chair on questions of order or procedure as set out in this By-law or resolution of the Board, or on the interpretation of the rules of the Board.

19.2 If a Member persists in a breach of section 19.1 after having been called to order by the Chair, the Chair shall without debate put the question, "Shall the member be ordered to leave for the rest of the meeting?" to a vote.

19.3 If the Board votes in the affirmative, the Chair shall order the Member to leave for the rest of the meeting.

19.4 If the Member apologizes, the Chair, with the approval of the Board, may

permit the Member to return to the meeting.

20. RULES OF DEBATE AT THE BOARD

20.1 Debate on each item will follow the following order, as applicable:

- (a) Presentation
- (b) Deputations
- (c) Questioning
- (d) Speaking
- (e) Voting

20.2 A Member may ask a question only for the purpose of obtaining information relating to the matter then under discussion.

20.3 Questions may only be asked of:

- (a) the Chair;
- (b) an official of the Toronto Police Service or the City of Toronto Legal Division or the Executive Director or their designate; and
- (c) an individual giving a presentation.

20.4 A Member's questions, inclusive of the answers to them, may not exceed a total of five (5) minutes on each item on the agenda.

20.5 Before speaking to an item on the agenda, every Member will first receive recognition from the Chair and then the Member will address the Chair.

- (a) When two or more Members wish to speak, the Chair will designate the Member who, in the Chair's opinion, first requested to speak as the Member who speaks first.
- (b) For each matter under consideration, the Chair will maintain a list of Members who have requested to speak and will designate Members to speak in accordance with that list.
- (c) A Member who submitted a motion in accordance with sections 21.4–21.4C below may speak on the motion.
- (d) A Member may speak on an agenda item, inclusive of presenting any motion submitted under sections 21.4–21.4C, for up to five (5) minutes.

20.6 When a Member is speaking, no other Member will interrupt them except to raise a point of order.

20.7 Any Member may require a motion under discussion to be read at any time during the debate but not so as to interrupt a Member while speaking.

20.8 When a Member made a motion, any Member may:

- (a) Ask questions of the Member who made the motion for the purpose of clarifying the motion, and such questions and the answers to them, may not exceed a total of three (3) minutes; and
- (b) Speak on the motion for up to three (3) minutes, before the motion is put to a vote.

20.9 The Board may consent to allow for additional rounds of questions or speaking under sections 20.4, 20.5 or 20.8, once all Board Members had an opportunity to ask questions or speak on the matter.

20.10 There is no limitation on the number of additional rounds of questions the Board may consent to under section 20.9.

20.11 A Member who made a motion may agree, further to the debate, to revise the motion without a vote, in which case only the revised motion will be put to a vote.

20.12 The following matters may be introduced by Members at a meeting of the Board without written notice and without the consent of the Board:

- (a) a point of order or procedure;
- (b) a motion to suspend or not follow a rule of procedure;
- (c) a motion to recess or adjourn the meeting;
- (d) a motion that the vote on a matter be taken; and
- (e) other motions of a purely procedural nature.

21. VOTING

21.1 The Chair will ensure that all Members who wish to speak on a matter have spoken and that the Members are ready to vote and will then put the matter to a vote, in the following order:

- (a) Motion to refer the item.
- (b) Motions to amend other motions submitted under sections 21.4–21.4C.
- (c) Motions submitted under sections 21.4–21.4C.
- (d) Motion to receive or approve the item (as amended, if applicable).

- 21.2 Every Member present at a meeting of the Board when a question is put will vote on the question, unless legally prohibited, in which case the fact of the prohibition will be recorded in the Minutes of the meeting.
- 21.3 The matter put to a vote will be in the form of a motion addressing the matter then under consideration.
- 21.4 Any Member may submit a motion relating to any item on the Agenda by providing a copy to the Executive Director for circulation among Members.
- 21.4A The Chair may refuse to put to a vote any motion submitted in relation to an item on the agenda if the Chair determines that the motion is not relevant to the matter under consideration.
- 21.4B A Member may appeal the decision of the Chair under section 21.4A to the Board, and the Board, if appealed to, will decide the question without debate and its decision will be final.
- 21.4C Where a motion is submitted after the meeting has commenced, the Executive Director will inform the Chair of the submission, and the Chair, when necessary, may declare a recess for a duration to be determined by the Chair, to allow the Executive Director and the Board Administrator to prepare the motion and circulate it to Members.
- 21.5 If there is more than one motion with respect to a matter, the Board Administrator will receive all motions and read the various motions to the Members prior to the vote being taken.
- 21.6 When a vote is taken, and a Member requests a Recorded Vote, the Board Administrator will record each Member's vote.
- 21.7 Any motion on which there is an equality of votes will be deemed to be lost.

22. RECONSIDERATIONS

- 22.1 Subject to section 22.2, after any matter has been decided, any Member may move a motion for reconsideration of the matter.
- 22.2 In the case of a Recorded Vote, after any matter has been decided, any Member who voted with the majority may move a motion for a reconsideration of the matter.
- 22.3 No discussion of the matter will occur until the motion for reconsideration is carried.

23. POINTS OF ORDER AND PROCEDURE

- 23.1 Subject to being overruled by a majority vote of the Members, which vote will be taken without debate, the Chair
 - (a) will maintain order and preserve decorum of the meeting;

- (b) will rule upon points of order and points of procedure without debate or comment, other than to state the applicable rule;
 - (c) will rule as to whether a motion or proposed amendment is in order or out of order; and
 - (d) may call a Member to order.
- 23.2 When a Member raises a point of order or procedure, he or she will ask leave of the Chair to do so, and after leave is granted, will state the point of order to the Chair and request the Chair's ruling on the point.
- 23.3 A Member may further address the Chair on the same point of order or procedure for the purpose of appealing to the Board from the Chair's decision.
- 23.4 If no member appeals, the decision of the Chair will be final.
- 23.5 The Board, if appealed to, will decide the question without debate and its decision will be final.
- 23.6 Whenever any point of order or point of procedure is raised by a Member, it will be immediately taken into consideration and ruled upon by the Chair, and subject to appeal in accordance with section 23.3, the Chair's ruling is final.
- 23.7 When the Chair considers that the integrity of the Chief of Police or other official has been impugned or questioned by a Member, the Chair may permit the Chief or other official to make a statement to the Board on the matter.
24. BY-LAWS
- 24.1 Every by-law when introduced, will be in typewritten form and will contain no blanks except such as may be required to conform to accepted procedure or to comply with the provisions of any Act, and will be complete with the exception of the number and the date of the by-law.
- 24.2 Every by-law which has been passed by the Board will be numbered, dated and signed by the Chair and Executive Director, and will be filed in the Board office.
25. RECORDING DEVICES
- 25.1 The use of cameras, recording equipment, television cameras and any other device of a mechanical, electronic or similar nature used for recording the proceedings of a meeting by members of the public, including the news media, must be used in accordance with the directions of the Board.

26. **AMENDMENTS TO BY-LAW**

26.1 To pass a motion to amend or repeal this By-law requires a two-thirds vote of Members present.

26.2 The Board will only consider amendments or repeal of this By-law at a Board meeting if a previous regular Board meeting received notice of the proposed amendment or repeal.

27. **ADMINISTRATION**

27.1 That By-law No 107 is hereby repealed.

27.2 This By-law will come into force upon the date immediately following the Board meeting at which it is enacted.

28. **EFFECTIVE DATE**

This by-law is hereby enacted by the Toronto Police Service Board on this ____ day of _____.

Chair

Executive Director



PUBLIC REPORT

December 3, 2024

To: Chair and Members
Toronto Police Service Board

From: Dubi Kanengisser
Executive Director

**Subject: Extension of Memorandum of Understanding with
Midaynta Community Services**

Purpose: Information Purposes Only Seeking Decision

Recommendations:

This report recommends that the Toronto Police Service Board (Board):

1. approve an extension of the Memorandum of Understanding (M.O.U.) agreement with Midaynta Community Services until December 31, 2025, and until an engagement framework is in place. For the purpose of this M.O.U., Midaynta acts as a representative of the group of mothers from Toronto's Somali community who form the Mending a Crack in the Sky (M.C.I.S.) initiative; and
2. direct the Executive Director to work with Midaynta to develop a framework for long-term engagement with Mending a Crack in the Sky (M.C.I.S.), and present it to the Board for approval.

Financial Implications:

There are no financial implications arising from the recommendations contained in this report.

Summary:

The current M.O.U. between the Board and Midaynta Community Services is set to expire on December 31, 2024. It is recommended that the M.O.U. be extended until December 31, 2025 and that a new engagement framework be developed.

Toronto Police Service Board

40 College Street, Toronto, Ontario M5G 2J3 | Phone: 416-808-8080 Fax: 416-808-8082 | www.tpsb.ca

Discussion:

Background

At the July 2019 Board meeting, mothers from the M.C.I.S. initiative presented the challenges faced by the Somali-Canadian community in the north-west part of the City. They also highlighted opportunities for collaboration between the Board, Toronto Police Service (Service), and M.C.I.S. to build trust and address these challenges. At that meeting, the Board approved a motion to receive the presentation and directed staff and members of the Anti-Racism Advisory Panel (A.R.A.P.) and the Mental Health and Addictions Advisory Panel (M.H.A.A.P.) to work with the M.C.I.S. mothers to pursue partnership opportunities and establish an M.O.U. for approval by the Board.

Following this direction, Board Staff worked with the M.C.I.S. mothers to develop an M.O.U., which aimed to establish a formal and equal working relationship between the Board, the Service, and Midaynta to improve community safety. The purpose of the M.O.U. specifically focused on addressing the safety of young Somali males regarding gun violence, through collaboration with the Board and the Service. On February 8, 2020, an agreement was signed, with an expiry date of December 31, 2021. In October 2020, it was decided that the M.O.U. would be extended to 2022, due to time lost during the pandemic. During that time, a research project focused on documenting the experience of the Mothers had commenced with the Munk School of Global Affairs & Public Policy and it became clear that, in order to complete the research, a further extension would be necessary. The current agreement is slated to expire on December 31, 2024.

Reason for Extension

The extension of the M.O.U. agreement is necessary due to more time being required to complete the research project. This project is essential for capturing the experiences and perceptions of policing among Somali communities in Toronto.

Additionally, the additional time will be used to transition towards a more permanent framework for collaboration. This new framework will better support this new phase of our journey together, and will solidify our joint commitment to working together effectively in the long term. Once developed, the proposed engagement plan will be brought before the Board for its approval.

Equity Analysis

This partnership with Midaynta Community Services continues to have a **high positive** equity impact, particularly for the Somali community located in the west-end of Toronto, which includes Canadians, newcomers, refugees and undocumented individuals, women, 2S.L.G.B.T.Q.+ , persons with disabilities, vulnerable youth and seniors. The Board and Service's partnership with Midaynta continues to assist in building trust and enhancing the perception of public safety among members of Somali communities.

Conclusion:

It is recommended that the Board approve an extension of the current M.O.U. agreement with Midaynta Community Services. The current agreement is set to expire on December 31, 2024. It is recommended that the M.O.U. be extended until December 31, 2025, and until an engagement framework is in place. For the purpose of this M.O.U., Midaynta acts as a representative of the group of mothers from Toronto's Somali community who form the M.C.I.S. initiative.

Respectfully submitted,

Dubi Kanengisser
Executive Director

Contact

Danielle Dowdy
Senior Advisor, Strategic Policy and Stakeholder Relations
Email: Danielle.Dowdy@tpsb.ca

Attachments:

T.P.S.B. Midaynta – M.O.U. – amended December 12, 2024.pdf

Memorandum of Understanding

Between

TORONTO POLICE SERVICES BOARD (“Board”)

and

MIDAYNTA COMMUNITY SERVICES (“Midaynta”)

1. PURPOSE

On July 31, 2019, a group of mothers provided a presentation to the Board on “A Crack in the Sky” (MCIS). The presentation was based on a Somali proverb that states that “if people come together, they can even mend a crack in the sky.” This sentiment is the basis of a community led action plan to address the alarming rates of youth violence among Somali-Canadians, which violence has increased community trauma and fragmentation.

In their presentation, the group highlighted three core elements that they wanted to directly collaborate with the Board on: Transparency, Building Trust, and Community Safety.

The Board received the presentation and agreed to pursue opportunities for partnership with Midaynta to improve community safety in the Somali-Canadian community in the City of Toronto.

This Memorandum of Understanding (MOU) sets out the respective roles and responsibilities of both Parties in this partnership.

2. DEFINITIONS

“Divisions” means 12, 13, 22, 23, 31, and 32 of the TPS.

“Midaynta Community Services” or “Midaynta” means the registered Canadian charitable organization that provides settlement services and other programs that advances education by providing courses, seminars, meetings, counseling and other support services for refugees, immigrants and youths in need. Midaynta is a social and settlement services agency, working to improve the quality of life of newcomers in Toronto and vicinity. For the purpose of this MOU, Midaynta will act as a representative of the group of mothers from Toronto’s Somali community who form the MCIS initiative.

“Neighbourhood Community Officers” or “NCO” means members of the TPS who act as ambassadors for the TPS and who work in partnership with local residents and community-based organizations to address crime, disorder and community safety issues.

“Parties” means the Board and Midaynta and “Party” means either the Board or Midaynta.

“Toronto Police Services Board” or “Board” means the seven member civilian body, comprised of provincial and municipal appointees, that is responsible for the provision of adequate and effective police services in the City of Toronto pursuant to *Police Services Act*, R.S.O. 1990 Chap. P-15 (*PSA*), setting priorities and objectives for the TPS, approving the annual police budget and selecting the Chief of Police (Chief).

“Toronto Police Service” or “TPS” means the organization that delivers police services to the City of Toronto in accordance with the *PSA*.

3. TERM

The term of this MOU is from January 1, 2020 to December 31, 2025. At the expiration of this term, the parties to this agreement will meet to discuss the next steps, including expanding, extending, or concluding this agreement.

Either Party may terminate or renew this MOU upon thirty (60) days written notice to the other Party.

4. ROLES AND RESPONSIBILITIES

Based on the three core elements presented to the Board, the Parties agree as follows:

A. Core Element One: Increasing Transparency and Understanding through the Service’s Implementation of the Scorecard Initiative

The development of a community-focused scorecard based on *The Way Forward* model, as an effective avenue for collaboration on community safety and a deeper engagement by community members with respect to policing initiatives and modernization initiatives that are occurring.

The TPSB agrees to direct the Chief to:

- a) produce a community facing scorecard at the Neighbourhood level that includes relevant socio-economic and demographic groups, including but not necessarily exclusive to the Somali group in any area.
- b) meet with representatives from Midaynta to:
 - a. understand what they would like included on the scorecard;
 - b. explain the process of how TPS surveys are developed and implemented;

- c. explain how the data is gathered (ie. telephone survey, focus groups, etc.);
- d. explain how the questions and answers received from the survey are populated into the scorecard.
- c) develop a survey relevant for identified neighbourhoods and Divisions across the City of Toronto.
- d) populate the information collected from the survey, into a scorecard, at a frequency associated with the data collection and synthesis.
- e) meet with representatives from Midaynta to discuss and explain the scorecard results.

Midaynta agrees to:

- a) identify representatives who will meet with the TPS and act as points of contact;
- b) participate in the development of the questions for survey;
- c) work with the TPS on the communication of the survey and scorecard, in particular to the Somali Community.

B) *Core Element Two: Building Trust through Integrated Collaboration with Divisions and Neighbourhood Community Officers (NCOs)*

To continue to build trust with the TPS and its members, and to drive proactive and vital collaboration between members of Toronto's Somali community and the TPS, the Parties agree to take the steps to develop a close working relationship with particular TPS Divisions

The TPSB agrees to direct the Chief to:

- a) meet with members of the Somali community and explain the role of an NCO.
- b) facilitate connection with local TPS Division Commanders and the TPS' Community Partnerships and Engagement Unit.
- c) affirm for the community that while this partnership is not premised on intelligence gathering, it is understood by both parties that improved community engagement and trust will result in safer communities.

Midaynta agrees to:

- a) meet with members of the TPS and Neighbourhood Community Officers.
- b) build a direct relationship with the TPS' Neighbourhood Community Officer Program and local Neighbourhood Community Officers.

C. *Core Element Three: Enhancing Community Safety through the Implementation of the Mothers Outreach Worker (MOW) Program*

Midaynta is requesting support from the Board for Midaynta's MOW Program which connects mothers who have lost their children and loved ones to other mothers from the Somali community who will support them, using the peer and crisis support models and a variety of

proactive institutional and community resources which focus on gun and gang violence prevention, awareness, and education.

The TPSB agrees to direct the Chief to:

- a) meet with Midaynta and the MOWs to understand what type of presentations they would like to receive and how the TPS can most effectively deliver these presentations that aim to provide education and awareness in a variety of crime prevention initiatives and victim/witness supports.

Midaynta agrees to:

- a) consult with the MOWs to understand what type of presentations they would like to receive from the TPS.
- b) provide input to the TPS on what information the MOWs would like to see at the public information sessions.

5. BOARD SUPPORT

The Board is committed to lending its organizational support (ie. writing supportive letters, convening meetings, connecting key stakeholders, etc), and where feasible for the Board, lending its administrative support in the implementation of this MOU.

6. REPORTING AND EVALUATION

Midaynta and the Board shall meet semi-annually to discuss the implementation and success of this MOU, any challenges identified and recommendations to address those challenges.

8. MODIFICATION

Any changes to this MOU shall be by written amendment signed by the Parties' authorized representatives. No changes shall be effective or shall be carried out in the absence of such an amendment.

IN WITNESS WHEREOF the parties have executed this MOU as of the dates written below.

TORONTO POLICE SERVICES BOARD

MIDAYNTA COMMUNITY SERVICES

Per:

Per:

Ainsworth Morgan
Chair

Mahad Yusuf
Executive Director

Date: _____

Date: _____



PUBLIC REPORT

December 17, 2024

To: Chair and Members
Toronto Police Service Board

From: Dubi Kanengisser
Executive Director

Subject: 2024 Review of the Paid Duty Process

Purpose: Information Purposes Only Seeking Decision

Summary:

The purpose of this report is to provide the Toronto Police Service Board (Board) with the *2024 Review of the Paid Duty Process*, prepared by the Toronto Police Service's Audit & Quality Assurance unit

Discussion:

In accordance with the Board's *Adequacy Standard Compliance Policy*, the attached report is being submitted to the Board for information purposes only.

Conclusion:

It is recommended that the Board receive this report. Ms. Angela Schieda, Manager, A&QA will be in attendance to answer any questions that the Board may have regarding this report.

Recommendation:

This report recommends that the Board receive this report for information.

Financial Implications:

There are no financial implications arising from the recommendation contained in this report.

Toronto Police Service Board

40 College Street, Toronto, Ontario M5G 2J3 | Phone: 416-808-8080 Fax: 416-808-8082 | www.tpsb.ca

Respectfully submitted,

Dubi Kanengisser
Executive Director

Attachment:

Review of the Paid Duty Process - 2024



Toronto Police Service

Review of the Paid Duty Process – 2024

Audit and Quality Assurance

Approved by the Executive Assurance Committee on June 19, 2024

This report and the information contained herein is not to be further disseminated without the approval of the Chief of Police

Table of Contents

Review of the Paid Duty Process - 2024	1
Background	1
Scope	1
Conclusion	1
Objective 1	3
Recommendations	3

Review of the Paid Duty Process - 2024

Background

A review of the processes and controls in place that manage the posting and assignment of paid duties was requested by Deputy Johnson and included in the 2024 audit work plan, which was approved by the Executive Assurance Committee on March 12, 2024.

Scope

The scope of this audit included review of Service Procedure 18-19, Paid Duties and available unit specific policies (U.S.P.s), access rights to the Paid Duty Management System (P.D.M.S.) and discussion with members of the Central Paid Duty Office (C.P.D.O.). Data extracted from the P.D.M.S. for the period of November – December 2023 was also analyzed for anomalies.

In accordance with International Professional Practices Framework of the Institute of Internal Auditors, the scope also included:

- considering the probability of significant errors, fraudulent entries, non-compliance, and the related risk management through effective internal controls; and
- identifying key information technology risks.

Conclusion

Overall, the findings of this report represent a low risk to the Service. The report contains two recommendations. Areas affecting the C.P.D.O. that require improvement or update include:

- development of U.S.P.s to support decision-making criteria, approval and documentation requirements for the assignment and fulfillment of different paid duty categories and scenarios impacting paid duty fulfillment; and
- regular review and removal of unauthorized users with write-access to the P.D.M.S.

The reader is cautioned on reliance on this conclusion due to limiting factors, such as, the economical use of a representative sample, professional judgement, and the evidence being persuasive rather than conclusive.

June 25, 2024

Edward Ngan, C.P.A., C.G.A.
Acting Manager, Audit & Quality
Assurance

Date

Objective 1

To determine whether paid duties are posted and assigned in a fair and transparent manner, in accordance with Service Procedure 18-19, Paid Duties and unit specific policies.

Recommendations

Recommendation #1

As a best practice, key activities, controls, roles, responsibilities, criteria for decision making, required approvals and necessary supporting documentation should be formalized within U.S.P.s to ensure clarity and consistency.

While several C.P.D.O. process documents exist, there is no complete and up to date U.S.P. that documents the paid duty posting process for regular versus short notice versus short notice priority paid duties. There are a number of decision points and criteria that need to be considered when posting and filling paid duties within these categories, especially when the duty becomes short notice and is deemed priority.

The need for documented U.S.P.s escalates during the high volume season for paid duties (summer months) when limited email blasts due to spam controls (e.g. one email every 20 minutes) can be sent out to notify members of short notice paid duties available. In such situations, the methods for filling a paid duty are adjusted to accommodate for this limitation.

Short notice priority paid duties sometimes result in the manual assignment of an officer, whereby the C.P.D.O. calls officers known to accept short notice paid duties on a regular basis to attempt to fill the paid duty. There is no U.S.P. or direction as to how manually assigned officers are selected for contact and what pre-approved circumstances allow for this option.

Risk Rating: **Low**

Recommendation #1: That the Superintendent, Emergency Management & Public Order develop a unit specific policy that outlines key processes, required approvals, pre-determined criteria or circumstances that support decision making for all paid duty types (including manually assigned paid duties), as well as required notations to be included within the Paid Duty Management System to support key decisions made.

Management Response from the Superintendent, Emergency Management & Public Order

A formalized Unit Specific Policy will be developed by mid Q3.

Recommendation #2

As a best practice, users that no longer require administrative access to the P.D.M.S. should have their access removed in a timely manner.

User profile “PDPRDCPDSTAFF” or “PDPRDCPDADMIN” allow users granted this access level to create, alter or void a paid duty within the P.D.M.S.

- review of access to the “PDPRDCPDSTAFF” profile identified six members that should no longer have access to this user profile; and
- review of access to the “PDPRDCPDADMIN” profile identified seven members that should no longer have access to this user profile.

Risk Rating: **Low**

Recommendation #2: That the Superintendent, Emergency Management & Public Order ensure a unit specific policy is developed, which includes a requirement for the Central Paid Duty Office to review user access rights within the Paid Duty Management System on an annual basis to identify members that are no longer authorized to add or alter paid duty entries.

Management Response from the Superintendent, Emergency Management & Public Order

A formalized Unit Specific Policy will be developed by mid Q3.



PUBLIC REPORT

December 10, 2024

To: Chair and Members
Toronto Police Service Board

From: Dubi Kanengisser
Executive Director

Subject: Paid Duty Rates – January 1, 2025

Purpose: Information Purposes Only Seeking Decision

Summary:

The purpose of this report is to provide the Board with the attached notification from the Toronto Police Association dated November 21, 2024, with respect to an increase to paid duty rates that took effect January 1, 2025.

Discussion:

Background

Article 8.07 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”.

The Board records indicate that as at January 1, 2024, the rate for all classifications of police constables was \$90.00 per hour. The attached notice establishes a new rate of \$94.50 per hour for constables. For greater context, the chart below provides a summary of paid duty rates from 2010–2025.

Toronto Police Service Board

40 College Street, Toronto, Ontario M5G 2J3 | Phone: 416-808-8080 Fax: 416-808-8082 | www.tpsb.ca

Year	Amount	% Change
2017	68.00	0.0%
2018	71.00	4.4%
2019	73.00	2.8%
2020	74.00	1.4%
2021	77.00	4.1%
2022	78.50	1.9%
2023	90.00	14.6%
2024	90.00	0.0%
2025	94.50	5.0%

Conclusion:

It is recommended that the Board receive the attached notification from the Toronto Police Association dated November 21, 2024, with respect to paid duty rates that took effect January 1, 2025.

Recommendation:

This report recommends that the Toronto Police Service Board (Board) receive this report.

Financial Implications:

There are no financial implications arising from the recommendation contained in this report.

Respectfully submitted,

Dubi Kanengisser
Executive Director

Attachment:

Letter from the Toronto Police Association dated November 21, 2024



**TORONTO
POLICE
ASSOCIATION**

200 – 2075 Kennedy Road
Toronto, Ontario
Canada, M1T 3V3

Telephone
(416) 491-4301
Facsimile
(416) 494-4948

Clayton Campbell
President

Brian Callanan
Vice President

Derek Gregoris
Director
Administrative Services

Pete Grande
Director
Member Benefits

Kevin Corrigan
Director
Civilian Field Services

Mike Harris
Director
Civilian Field Services

Andrew Nanton
Director
Uniform Field Services

Sean Stockwell
Director
Uniform Field Services

Ron Tait
Director
Uniform Field Services

November 20, 2024

SENT BY EMAIL ONLY

Dubi Kanengisser
Executive Director
Toronto Police Service Board
40 College Street
Toronto, Ontario, M5G 2J3

Dear Mr. Kanengisser:

Re: 2025 Paid Duty Rates – Increase

In conformance with Article 8.07 of the Uniform Collective Agreement, we are advising the Toronto Police Service Board there will be an increase in the 2025 hourly paid duty rates. Effective January 1, 2025, the paid duty rates will be as follows:

January 1, 2025

Constables (All classifications)	\$94.50 (minimum \$283.50)
Sergeants	\$107.10 (minimum \$321.30)
Staff Sergeants	\$117.60 (minimum \$352.80)

Partial hours (beyond a minimum of three hours) that an officer performs at such paid duty are paid out at the established hourly rate.

The Association will forward this information to all units today. We ask that this information be included on Routine Orders and that Unit Commanders be advised of same.

Yours sincerely,

TORONTO POLICE ASSOCIATION

Clayton Campbell
President

CC:cw

c. Myron Demkiw, Chief of Police, TPS
TPA Board of Directors

WE PROTECT THOSE WHO PROTECT OTHERS



PUBLIC REPORT

November 12, 2024

To: Chair and Members
Toronto Police Service Board

From: Myron Demkiw
Chief of Police

**Subject: Toronto Police Service Response to City Council Motion
MM16.19 – Authority to Donate Surplus Vehicles**

Purpose: Information Purposes Only Seeking Decision

Recommendation:

It is recommended that the Toronto Police Service Board (Board) receive this report and forward a copy of this report to the City of Toronto Executive Committee.

Financial Implications:

There are no financial implications arising from the recommendation contained in this report.

Summary:

At its meeting on May 31, 2024, the Toronto Police Service Board received a report from its Executive Director Dubi Kanengisser, providing the Board with the decision of City Council relating to the donation of surplus or end-of-life vehicles, to the Government of Ukraine for humanitarian purposes. The correspondence was forwarded to the Chief of Police for information and consideration. Subsequent to this correspondence, the Toronto Police Service donated three vehicles to the government of Ukraine, and will be donating three additional vehicles.

Toronto Police Service Board

40 College Street, Toronto, Ontario M5G 2J3 | Phone: 416-808-8080 Fax: 416-808-8082 | www.tpsb.ca

Discussion:

Background

MM16.19 – Authority to Donate Surplus Vehicles

City Council, at its meeting on March 20 and 21, 2024, adopted item MM 16.19 – Authority to Donate Surplus Vehicles. The Motion is available at the following link:

<https://secure.toronto.ca/council/agenda-item.do?item=2024.MM16.19>

In considering this matter, Council adopted, the following:

2. City Council request City of Toronto agencies and corporations, such as the Toronto Transit Commission, and Toronto Police Services Board, to consider the donation of surplus or end-of-life vehicles to the Government of Ukraine for humanitarian purposes.

Conclusion:

It is recommended that the Board receive this report, highlighting the donation of surplus vehicles to the Government of Ukraine as directed by City Council decision MM16.19 – Authority to Donate Surplus Vehicles.

Mr. Brian Moniz, Manager of Strategic Stakeholder Engagement will be in attendance to answer any questions that the Board may have regarding this report.

Respectfully submitted,

Myron Demkiw, M.O.M.
Chief of Police



Wendy Walberg LL.B., LL.M., C.S.
City Solicitor
Legal Services
55 John Street
Stn. 1260, 26th Flr., Metro Hall
Toronto ON M5V 3C6
Tel. (416) 392-8047
Fax (416) 397-5624

Reply To: Allyson Amster (she/her/hers)
Tel: (416) 396-7142
E-Mail: Allyson.Amster@toronto.ca

December 16, 2024

To: Chair and Board Members
Toronto Police Service Board

From: Wendy Walberg
City Solicitor, Legal Services

**Subject: Agreement with Toronto Community Housing Corporation
Regarding Special Constables**

Recommendation:

It is recommended that the Board:

- (1) approve the agreement between the Board and the Toronto Community Housing Corporation regarding the appointment and governance of special constables, attached as Appendix "A" to this report;
- (2) forward the draft agreement to the Solicitor General for their information;
- (3) authorize the Chair to execute the agreement on behalf of the Board, on terms and conditions satisfactory to the Chair and in a form satisfactory to the City Solicitor.

Financial Implications:

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

Background/Purpose:

The Board has an agreement in place with the Toronto Community Housing Corporation ("TCHC") that sets out each party's obligations under the TCHC's special constable

program. The Board has similar agreements with other third-party entities that employ special constables.

The Toronto Police Service (“TPS”) advised the Board that the Solicitor General requires agreements between the Board and special constable employers be updated to reflect the enactment of the Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1 (“CSPA”), which created a new legal framework for entities that employ special constables (referred to as “special constable employers” under the CSPA). The Board was advised that the TPS and the TCHC were in the process of drafting a new agreement (the “Agreement”) to reflect the CSPA, and the parties also used this opportunity to address certain issues that have emerged over the years, such as granting special constables powers under the Highway Traffic Act and clarifying investigations into complaints.

The Board and the TCHC have now settled on the terms and conditions set out in the Agreement, and the purpose of this report is to obtain the Board’s approval, as well as authority for the Chair, on behalf of the Board, to execute the Agreement.

Discussion:

The TPS has spent over a year developing a new agreement in anticipation of the enactment of the CSPA. Once the CSPA was enacted, the TPS then proceeded to finalize the Agreement. The Agreement remains similar to the previous agreement between the Board and the TCHC.

The Special Constable Liaison Office will administer the Agreement on behalf of the TPS and the Board. The Special Constable Liaison Office maintains the partnerships between the TPS and special constable employers. This includes administering the application process, training and the exchange of information between the TPS and special constable employers.

The Agreement sets out, among other things, the following:

- the appointment process;
- the powers of special constables employed by the TCHC;
- the obligations of the TCHC to supervise and hold special constables accountable;
- the process to be followed with respect to complaints about a special constable employed by the TCHC, including a complaints procedure;
- the identification, uniforms and equipment of the special constables employed by the TCHC;
- the processes to be followed regarding exchange of information;
- training requirements for special constables employed by the TCHC; and
- the reporting requirements of the TCHC and special constables employed by the TCHC.

Under the Police Services Act, R.S.O. 1990, c. P.15, the Solicitor General was required

to approve the Board's appointment of special constables, but was not required to approve an agreement between the Board and an entity that employed special constables. Notwithstanding that, in practice the Board had historically sought approval of the Solicitor General for these agreements on the basis that the agreements were intertwined with the Solicitor General's approval of appointments. The requirement that the Solicitor General approve the Board's appointment of special constables was removed with the enactment of the CSPA. However, the Solicitor General is required to approve who may become a special constable employer. Given the historical practice and the Solicitor General's oversight over special constable employers, it is recommended if the Board approves the Agreement, it should provide the draft Agreement to the Solicitor General for their information before execution. Once the TCHC and the Board execute the Agreement, the TCHC can then submit its application to the Ministry of the Solicitor General to become a special constable employer and then submit applications to the Board for the appointment of special constables.

Conclusion:

The parties have now settled on the terms and conditions set out in the Agreement attached as Appendix "A" and it is recommended that the Board approve the Agreement and authorize the Chair, on behalf of the Board, to execute the Agreement.

The Chief has been consulted in the preparation of the Agreement.

Deputy Robert Johnson will be in attendance to respond to any questions that the Board may have in regard to this report.



Wendy Walberg
City Solicitor

THIS AGREEMENT MADE THIS DAY OF , 2024

BETWEEN:

TORONTO POLICE SERVICE BOARD
(the "Board")

- and -

TORONTO COMMUNITY HOUSING CORPORATION
(the "TCHC")

BACKGROUND:

- A. The Board is responsible for the provision of adequate and effective police services in the City of Toronto pursuant to the provisions of Part III of the *Community Safety and Policing Act, 2019*, S.O. 2019, c. 1, Sched. 1, (the "*CSPA*").
- B. The Toronto Police Service ("Service" or "TPS") delivers police services to the City of Toronto in accordance with the *CSPA*.
- C. TCHC is a Local Housing Corporation pursuant to the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched. 1 and operates and manages social housing in the City of Toronto;
- D. TCHC CSU Special Constables have the authority to enforcement municipal by-laws on TCHC Property in accordance with *City of Toronto Act, 2006*, S.O. 2006, c. 11, Schedule A, as amended (the "*COTA*"), which powers are granted to CSU Special Constables by the City of Toronto's Municipal Licensing and Standards.
- E. TCHC, upon the execution of this Agreement, will submit an application to the Minister requesting designation as a special constable employer.
- F. TCHC has established the Community Safety Unit ("CSU") to provide security functions in relation to the property and operations of TCHC;
- G. The Board has the authority, pursuant to Section 92 of the *CSPA*, to appoint individuals as special constables, for such period, area, and purpose that the Board considers appropriate.
- H. The Parties previously entered an agreement dated September 13, 2002, to provide for the appointment, governance and performance of special constables at the TCHC in a mutually supportive and cooperative manner;

- I. Pursuant to that agreement, the TCHC currently employs personnel within the CSU that are appointed as special constables;
- J. TCHC wishes to continue to employ special constables and have CSU personnel appointed as special constables within the geographical area of the City of Toronto identified in this Agreement;
- K. The Board considers it appropriate to continue to have TCHC personnel employed within the CSU appointed as TCHC special constables in order to provide the security functions of a special constable set out below in this Agreement.
- L. AND WHEREAS the Parties wish to terminate the Agreement and establish this new Agreement to provide for the appointment, governance and performance of special constables employed by TCHC.
- M. On April 1, 2024, the *CSPA* and regulations made thereunder came into effect, amending policing legislation in the province including the replacement of the *Police Services Act*, R.S.O. 1990 Chap. P-15.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants set forth below, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 In this Agreement,

“**Act**” or “**regulation**” are defined in the *Interpretation Act*, R.S.C., 1985, c. I-21, or, as defined in Section 87 of the *Legislation Act, 2006*, S.O. 2006, c. 21, Schedule F, whichever applies.

“**Agreement**” means this Agreement setting out the requirements relating to the appointment of persons employed by the TCHC as special constables in accordance with Section 92 of the *CSPA*.

“**Chief**” means the Chief of Police for the Toronto Police Service.

“**City of Toronto**” means the city as defined in subsections 125(1) and (2) of the *City of Toronto Act, 2006*, S.O. 2006, c.11, Schedule A (“*COTA*”), as amended and contained within the geographical boundaries of Steeles Avenue, south to Lake Ontario and between the east side of Etobicoke Creek and Highway 427, over to the west side of the Rouge River and Rouge Park.

“**Claims**” has the meaning as set out in section 15.4 of this Agreement.

“**Code of Conduct**” means the written direction that the TCHC shall have in accordance with

Sections 4.23 and 7.3 of this Agreement and the *CSPA* setting out the roles and responsibilities of the CSU Special Constables.

“**CSU Special Constable**” means a person who has been appointed by the Board as a special constable within the TCHC CSU Unit in accordance with Section 92 of the *CSPA* with powers and duties as set out in the appointment and this Agreement.

“**Complaint**” means a written and signed allegation from:

- (a) a member of the public concerning the conduct of a CSU Special Constable;
- (b) a member of the public concerning the policies of, or the services or programs provided by, TCHC;
- (c) sources internal to TCHC concerning the conduct of a CSU Special Constable;
- (d) sources internal to the Service concerning the conduct of a CSU Special Constable; or.
- (e) affiliates of TCHC concerning the conduct of a CSU Special Constable.

“**Complaints Investigation Procedure**” means the complaint investigation procedure developed in accordance with Article 11 and Schedule “D” of this Agreement.

“**Equipment**” means the equipment and vehicles used by the CSU Special Constables in the performance of their duties, as identified in Article 12 of this Agreement.

“**Fresh Pursuit**” has the meaning as set out section 6.10 of this Agreement.

“**Initial Term**” has the meaning as set out in section 6.1 of this Agreement.

“**Indemnified Parties**” has the meaning as set out in sections 15.4 of this Agreement.

“**Minister**” means the Minister of Community Safety and Correctional Services or any other Minister responsible for special constables under the *CSPA*.

“**Ministry**” means the Ministry of the Minister or any other ministry responsible for special constables under the *CSPA*.

“**Officer-in-Charge**” means the officer for the time being in command of the Service responsible for the lock-up or other place to which an accused is taken after arrest or a peace officer designated by them for the purposes of this Part who is in charge of that place at the time an accused is taken to that place to be detained in custody.

“**Parties**” means collectively the Board and the TCHC, and “**Party**” means either the Board or the TCHC.

“**Peace Officer**” has the meaning set out in Section 2 of the *Criminal Code*.

“**Renewal Term**” has the meaning set out in section 6.1 of this Agreement.

“Schedules” means the following Schedules to this Agreement:

- Schedule “A” –CSU Special Constable Acknowledgment Form;
- Schedule “B” – Training Requirements;
- Schedule “C” – Response and Reporting Requirements;
- Schedule “D” – Complaints Investigation Procedure Criteria; and
- Schedule “E” – Directing Traffic Guidelines.

“**Service**” or “**TPS**” means the Toronto Police Service.

“**Special Constable Liaison Office**” means the liaison officer(s) designated by the Chief pursuant to section 2.4 of this Agreement.

“**Training Requirements**” means the mandatory training courses developed by the TCHC for CSU Special Constables in accordance with Article 13 and Schedule “B” to this Agreement and the training required by the *CSPA*.

“**TCHC Property**” means all lands, facilities, structures and vehicles owned, leased, occupied, operated, maintained by or affiliated with TCHC in the City of Toronto and includes the meaning of the term premises under the *CSPA* and its regulations.

Any technical term used in this Agreement that is not defined will have the generally accepted policing or technical meaning given to such term.

- 1.1 The division of this Agreement into Articles, Sections, Schedules (A – E) and the insertion of headings are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.
- 1.2 In this Agreement, words in the singular include the plural and vice versa and words in one gender include all genders and “**includes**” or “**including**” mean “**including without limitation**” and is not to be construed as limiting any general statement which it follows to the specific or similar items or matters immediately following it.
- 1.3 This Agreement, including all Schedules and Attachments hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties and there are no representations, warranties, conditions or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth herein.
- 1.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

ARTICLE 2 - ADMINISTRATION OF AGREEMENT

- 2.1 (a) If this Agreement is breached by TCHC and such breach is not rectified to the satisfaction of the TPS within thirty (30) days after written notice of such breach is given by the TPS to TCHC the Board may:
- (i) amend the certificate of appointment issued by the Board for any CSU Special Constable, either individually or collectively as the case may be, in accordance with Section 93 of the *CSPA*;
 - (ii) suspend or terminate the special constable appointment of any CSU Special Constable, either individually or collectively as the case may be, subject to the requirements set out in Section 94 of the *CSPA*; and
 - (iii) terminate this Agreement.
- (b) If this Agreement is breached by a CSU Special Constable the Board may suspend or terminate their appointment in accordance with Section 94 of the *CSPA*.
- 2.2 This Agreement may be amended from time to time by written consent of the Parties.
- 2.3 For the purposes of the administration of this Agreement, the Board may designate the Chief to perform some or all of the Board's administrative functions under this Agreement and will notify the TCHC accordingly.
- 2.4 The Chief may designate one or more members of the Service as Special Constable Liaison Officers with respect to one or more operational aspects of this Agreement as specified from time to time and will notify the TCHC accordingly.
- 2.5 For the purposes of the administration of this Agreement, TCHC may designate TCHC staff to perform some or all of the TCHC's administrative functions under this Agreement and will notify the Board accordingly.
- 2.6 TCHC may designate one or more members of TCHC as a liaison officer with respect to one or more operational aspects of this Agreement as specified from time to time and will notify the Chief accordingly.
- 2.7 Upon thirty (30) days' written notice to TCHC, the Board, or its designate, may audit TCHC in order to ensure compliance with the terms and conditions of this Agreement and any appointment of a CSU Special Constable. The compliance audit shall be conducted in a manner that minimizes disruptions to TCHC's operations.
- 2.8 Should any dispute arise between TCHC and the Service in respect to the administration of this Agreement delegated by the Board and TCHC pursuant to this Article, it shall be resolved by discussion between their respective liaison officers, failing which it will be referred to the Chief and TCHC for resolution.

- 2.9 Neither this Agreement nor the certificates of appointment reflecting the powers granted to CSU Special Constables shall apply to activities undertaken by TCHC or CSU Special Constables which are outside the City of Toronto and governed by another agreement with a police service board.

ARTICLE 3 - NUMBER OF SPECIAL CONSTABLES AND CANDIDATES
FOR THE APPOINTMENT OF TCHC SPECIAL CONSTABLES

- 3.1 The Parties agree that the total number of special constables that TCHC intends to employ as CSU Special Constable shall be in accordance with the authorization issued by the Minister.
- 3.2 TCHC agrees that it shall adhere to the authorization issued by the Minister for the number of special constables in TCHC's employ and TCHC shall provide the TPS with a copy of the Minister's authorization, and any amendments to it.
- 3.3 If TCHC determines that it requires an increase to the number of CSU Special Constables in its employ, TCHC shall submit an amended application to the Minister in accordance with the *CSPA*.
- 3.4 TCHC shall ensure that all candidates for appointment as special constables meet all of its own internal selection criteria for employment and the requirements of the *CSPA* before it offers the candidate for consideration for appointment.
- 3.5 In addition to Section 3.4 of this Agreement, TCHC shall not put candidates forward to the Board for appointment or reappointment as a special constable unless TCHC is authorized as a special constable employer, if so required, in accordance with the *CSPA*. TCHC shall only put candidates forward to the Board for appointment or reappointment as special constables in accordance with the terms and conditions of TCHC's authorization as a special constable employer and shall notify the Board should the terms and conditions of TCHC's authorization as a special constable employer change at any time during the Initial Term or any Renewal Term.
- 3.6 At the recommendation of the Chief, the Board may appoint an applicant who has been put forward by TCHC for appointment as a special constable in accordance with the *CSPA*, and who has met the qualifications set out in this Agreement.
- 3.7 Notwithstanding any of the foregoing, the term of appointment for any individual as a special constable made under this Agreement prior to the *CSPA* coming into force shall not run longer than the term permitted under subsection 92(12) of the *CSPA*.

- 3.8 TCHC shall ensure each CSU Special Constable is aware of and understands the provisions of this Agreement relating to their powers and duties as a CSU Special Constable and is provided with a copy of the Agreement and the Schedules and shall complete the Acknowledgement Form appended to this Agreement as Schedule "A."
- 3.9 When considering an applicant as a new hire to TCHC as a CSU Special Constable, TCHC shall refrain from hiring an applicant, or providing an applicant with an offer of employment, or providing the applicant with a conditional offer of employment, prior to the completion of a Service background investigation conducted by the Service on behalf of TCHC.
- 3.10 For greater clarity, offers of employment or conditional offers of employment referred to in Section 3.9 of this Agreement, shall only be provided by TCHC to applicants who have successfully passed a Service background investigation and in accordance with Article 4 of this Agreement.

ARTICLE 4 - APPOINTMENTS AND BACKGROUND INVESTIGATIONS PROCESS

- 4.1 TCHC shall, at its own expense, conduct or cause to be conducted for each applicant such background investigations and tests as required by the Board to determine the suitability of the applicant to be a special constable.
- 4.2 In addition to the requirements as set out in Section 92 of the *CSPA* and Section 3.4 of this Agreement, to be considered for appointment, the TCHC must ensure an applicant:
- (a) be an employee of TCHC (where an applicant is already an employee of TCHC and they wish to now apply to be a CSU Special Constable) or be offered employment as a special constable by TCHC, conditional upon the results of background investigations;
 - (b) have passed all background investigations, and security clearances conducted by or on behalf of TCHC and/or the Service, as applicable;
 - (c) successfully complete all training provided by or through TCHC for applicants, including the training identified in Schedule "B," as amended from time to time; and
 - (d) meet the training requirements of Section 92(1)(f),(i), (ii) and (iii) of the *CSPA*, and any other requirements or criteria required by the *CSPA*.
- 4.3 TCHC shall ensure that the Service's background investigation process is included as part of TCHC's competitive hiring process, in conjunction with TCHC's other standards when considering employment.
- 4.4 If the results of the background investigations for an applicant are unsatisfactory to TCHC, TCHC shall not put forward that applicant for appointment as a special constable to the Chief

for recommendation, or to the Board for approval.

- 4.5 The Board may choose not to appoint an applicant as a special constable if the results of the background investigations for that applicant are unsatisfactory to the Board, in its sole and unfettered discretion.
- 4.6 TCHC agrees that all requests for the detailed results of the Service's background investigation on an applicant will be denied and TCHC shall advise the applicant if they were successful or unsuccessful in the applicant process.
- 4.7 The Board and TCHC shall each be responsible for maintaining all documentation and information relating to the application and appointment of special constables in accordance with all applicable privacy legislation.
- 4.8 As part of its background investigation of an applicant, TCHC will require applicants to complete the Preliminary Background Questionnaire ("PBQ"), and any other related background documentation that the Board requires to be completed in the Board's unfettered discretion, and the TCHC will adhere to the following guidelines in administering the PBQ to enhance the integrity of applicant information:
- TCHC shall appoint one or more employees who will be responsible for the administration of the application process relating to the PBQ who will be trained by the Service (the "Applicant Administrators").
 - Only Applicant Administrators trained by the Service shall conduct the application process.
 - An Applicant Administrator shall ensure that the candidates complete the appropriate paperwork themselves.
 - Any questions from the candidate shall only be answered by an Applicant Administrator.
 - An Applicant Administrator shall supervise a candidate at all times during the completion of the application paperwork.
 - When the candidate has completed all of the application paperwork, an Applicant Administrator shall review the documents for completeness, accuracy, and legibility.
 - An Applicant Administrator shall ensure that the candidate understands and signs the Service waiver form authorizing a background investigation to be conducted.
- 4.9 The Service shall provide the TCHC with a copy of the complete application form, Service guidelines and PBQ.
- 4.10 TCHC shall not use the Service's PBQs, or any other Service records for any purpose other than what is intended in this Agreement.
- 4.11 TCHC shall not screen out applicants based on the information contained in a PBQ.

- 4.12 TCHC shall retain and/or purge all PBQs and related documentation for applicants in accordance with law applicable to TCHC and its records retention policies and procedures.
- 4.13 TCHC shall provide to the Board for consideration in respect of each applicant:
- (a) the results of its background investigations set out in section 4.1 of this Agreement;
 - (b) completed waivers and consent forms signed by the applicant to authorize such background investigations; and
 - (c) written confirmation of the applicant's successful completion of the Ministry required training, as outlined on the application or any training requirements in the *CSPA*, and prior to the applicant's appointment.
- 4.14 The Board may request such further or other information as it requires in respect of an applicant and the TCHC shall provide such information if requested.
- 4.15 TCHC undertakes that it will make best efforts to ensure that all information provided for the Board to consider regarding an applicant shall be true, accurate and reliable.
- 4.16 Subsequent to the submission of the materials as set out in section 4.13 of this Agreement, TCHC shall:
- (a) provide to the Board any up-dated, or material, information TCHC receives about an applicant, as it is received;
 - (b) advise if any of the previously submitted information about an applicant is/was inaccurate; and/or
 - (c) advise if an applicant no longer wishes to proceed further in the process.
- 4.17 If any misrepresentation or omission is discovered by the Board to have been made in connection with any applicant, including the answers supplied to the background investigations referred to in this Article, whether or not TCHC was aware of the misrepresentation or omission at the time of making the request for appointment or providing the information to the Chief or the Board, the Board may immediately suspend or terminate the appointment of that CSU Special Constable subject to the requirements set out in section 94 of the *CSPA*.
- 4.18 TCHC shall be solely responsible for all expenses associated with the application and appointment process.
- 4.19 The Service may recover costs from TCHC for any background investigation conducted by the Service concerning an applicant or a CSU Special Constable provided that the Service gives TCHC at least thirty (30) days' written notice containing an estimate of those costs and allows TCHC an opportunity to raise any concerns it may have regarding the

estimated costs.

- 4.20 TCHC may elect to withdraw the applicant from consideration for appointment or re-appointment. In such event, TCHC will provide the Service with written notice of such withdrawal and the Service shall not proceed with the background investigation or be entitled to recover any costs from TCHC with respect to such background investigation where such investigation has not commenced.
- 4.21 TCHC shall administer oaths or affirmations of office and secrecy for all CSU Special Constables as required by the Ministry and in accordance with subsection 95(4) of the *CSPA* and related regulations.
- 4.22 TCHC shall advise the Board forthwith, in writing, when an individual that has been appointed as a special constable pursuant to this Agreement:
- (a) ceases to be employed by TCHC;
 - (b) is no longer employed within TCHC (or any other successor unit, department or group responsible to provide law enforcement and security functions within TCHC); or
 - (c) is suspended from performing their duties as a CSU Special Constable.
- 4.23 In addition to the Code of Conduct for special constables in accordance with Ontario Regulation (O Reg) 410/23, TCHC shall have a Code of Conduct setting out the roles and responsibilities of a CSU Special Constable which shall require a CSU Special Constable to comply with the terms and conditions of this Agreement and the Code of Conduct. A copy of the Code of Conduct shall be provided to each CSU Special Constable and to the Board.

ARTICLE 5 - RE-APPOINTMENT PROCESS

- 5.1 For all CSU Special Constables, TCHC shall initiate both the re-appointment and background investigation process six (6) months prior to the expiry of the current status of a CSU Special Constable.
- 5.2 All re-appointment requests shall be submitted to the Service's Special Constable Liaison Office and shall include the following:
- special constable renewal waiver;
 - completed PBQ (as set out in section 4 of this Agreement);
 - copy of driver's license (for background check).
- Omission of any of the items shown in this section 5.2, may result in delays in the Service conducting its background investigation on the CSU Special Constable.
- 5.3 The Parties agree that in the absence of an existing agreement, no special constable status will be granted to any TCHC candidates and if a candidate is not an employee of TCHC, no special constable status will be granted, pursuant to subsection 92(11) of the *CSPA*.

ARTICLE 6 - PERIOD, AREA AND PURPOSE OF APPOINTMENT

- 6.1 This Agreement commences on the date of its final execution by the Parties and continues for a period of five (5) years (the “Initial Term”) and shall automatically renew, on the same terms, or as modified in writing by the Parties in accordance with its terms, for successive five (5) year terms (the “Renewal Terms”) unless terminated by one of the Parties upon ninety (90) days written notice to the other Party (collectively the “Term”).
- 6.2 Not less than six (6) months prior to the end of the Initial and Renewal terms, the Service and TCHC will work collaboratively to conduct a review of this Agreement and the TCHC’s CSU Special Constable program, including but not limited to CSU Special Constable strength and complaints.
- 6.3 The Ministry may be notified of the termination of this Agreement as soon as is reasonably practicable.
- 6.4 The Board considers it appropriate that a CSU Special Constable who is performing the normal duties of a CSU Special Constable,
- (i) has, in relation to an offence under any other "Act or regulation" the powers and obligations of a Peace Officer under sections 495 to 497 of the *Criminal Code* and will apply to the CSU Special Constable as if they are a Peace Officer,
 - (ii) has the powers of a police officer for the purposes of sections 16 and 17 of the *Mental Health Act, R.S.O. 1990, c. M.7*, as amended,
 - (iii) has the powers of a police officer for the purposes of subsections 31(2), 42(2), 43(2), 48(1), 61(1) and (2), and 62 of the *Liquor Licence and Control Act, S.O. 2019, c. 15, Sched. 22*, as amended,
 - (iv) has the powers of a police officer for the purposes of sections 9 and 10 of the *Trespass to Property Act, R.S.O. 1990, c. T.21*, as amended, and
 - (v) has the powers of a police officer for the purposes of subsections 134(1), 134(2) and 134.1(1) of the *Highway Traffic Act, R.S.O. 1990, c. H.8*, as amended
- 6.5 Prior to any CSU Special Constable exercising any authority under the *Highway Traffic Act*, every CSU Special Constable will:
- (a) be provided with the necessary practical training in the direction of traffic as outlined in Schedule “B” to this Agreement.
 - (b) utilize the current guidelines for directing traffic utilized by the Service, as identified in Schedule “E” to this Agreement.

- 6.6 A CSU Special Constable may not use any power conferred on that CSU Special Constable pursuant to section 92 of the *CSPA* for the enforcement of the *Criminal Code* for the sole purpose of looking for evidence of a criminal offence.
- 6.7 A CSU Special Constable shall only use the powers conferred on the CSU Special Constable while in uniform.
- 6.8 Where a warrant is held by another police service, and the TCHC CSU Special Constable has the person in custody, the TCHC CSU Special Constable shall contact the Officer-In-Charge of the Police Division of the Service where the person is arrested in accordance with Article 8 of this Agreement. A TCHC CSU Special Constable shall not transport beyond the boundaries of the City of Toronto.
- 6.9 Except where there are circumstances giving rise to a Fresh Pursuit, the powers conferred by way of this Agreement, only extend to TCHC Property under control of the TCHC and situated within the boundaries of the City of Toronto.
- 6.10 A CSU Special Constable is in Fresh Pursuit of a person where,
- (a) a CSU Special Constable is proceeding to lawfully arrest a person whom they find committing an offence for which that person may lawfully be arrested pursuant to section 495 of the *Criminal Code* and the person takes flight or otherwise escapes lawful custody; or,
 - (b) a CSU Special Constable believes on reasonable grounds that,
 - (i) a person may lawfully be arrested pursuant to section 495 of the *Criminal Code*, or is a person who is to be, or, is being, lawfully arrested pursuant to section 495 of the *Criminal Code*, takes flight to avoid arrest, and
 - (ii) a person is escaping from and is freshly pursued by persons who have lawful authority to arrest that person.
- 6.11 A CSU Special Constable who is in Fresh Pursuit of a person, may pursue that person off TCHC Property, within the City of Toronto and arrest that person after the person takes flight, or otherwise escapes lawful custody, and the CSU Special Constable retains the powers conferred by their appointment as a special constable in accordance with this Article in relation to that person. At no time may a CSU Special Constable engage in a motor vehicle pursuit.
- 6.12 Where a young person within the meaning of the *Youth Criminal Justice Act* S.C. 2002, c. 1 as amended, (the *YCJA*) is dealt with by a CSU Special Constable in the course of carrying out their duties, all provisions of the *YCJA* apply. Nothing within this Agreement affects or changes the statutory requirements and obligations of the *YCJA* in relation to young persons.

ARTICLE 7 - ACCOUNTABILITY AND RISK MANAGEMENT

- 7.1 TCHC shall be accountable to the Board for all actions taken in relation to the exercise of the powers granted by this Agreement by both the TCHC and the CSU Special Constables.
- 7.2 TCHC shall ensure that CSU Special Constables comply with the applicable sections of the *CSPA*, relating to their appointment as a special constable, the applicable regulations thereunder, all internal policies and procedures of TCHC, and all Service policies, standards, and procedures applicable to the duties, powers, and responsibilities of CSU Special Constables as provided to TCHC in accordance with this Article, including any directives or policies of the Board for any CSU Special Constable appointed by the Board.
- 7.3 At all times during the Term, TCHC shall maintain adequate and effective supervision of any employee who has been appointed as a CSU Special Constable by the Board pursuant to this Agreement. The TCHC shall, at a minimum, establish and maintain:
- (a) written policies and procedures with respect to the duties, powers and responsibilities of CSU Special Constables;
 - (b) a Code of Conduct for CSU Special Constables, as described in section 4.23 of this Agreement;
 - (c) a written procedure for supervising and evaluating CSU Special Constables' powers; and
 - (d) a complaints process regarding all matters relating to the conduct of CSU Special Constables; and,
 - (e) a written investigation and disciplinary process regarding all matters relating to any allegation of improper exercise of any power or duty of a CSU Special Constable as granted pursuant to this Agreement.
- and any other documentation or other requirements in accordance with the *CSPA*. Copies of all materials identified in this section shall be provided to the Service and the Board.
- 7.4 TCHC shall ensure that a CSU Special Constable or an employee of TCHC, does not harass, coerce or intimidate, or attempt to harass, coerce or intimidate, any other person in relation to a Complaint made or investigated by the Service or TCHC.
- 7.5 TCHC and CSU Special Constables shall cooperate with the Service in any matter where a CSU Special Constable has been involved in an investigation.
- 7.6 TCHC and CSU Special Constables shall cooperate with the Service and the Special Investigations Unit (SIU) in any matter where the SIU has invoked its mandate and a CSU Special Constable has been designated as a material witness, or the procedural requirements of the *CSPA*.

- 7.7 TCHC and CSU Special Constables shall cooperate with the Service, the Complaints Director, or the Inspector General as required under subsection 98(5) of the *CSPA*.

**ARTICLE 8 - TRANSPORTATION OF PERSONS
DETAINED IN CUSTODY AND PROPERTY SEIZED AS EVIDENCE**

- 8.1 When a CSU Special Constable arrests an individual or has an individual in custody, a CSU Special Constable shall report the incident to the Service utilizing the then current reporting process utilized by the Service. The CSU Special Constable shall submit all necessary written documentation to the Service relating to the incident.
- 8.2 With the authorization of the Officer-in-Charge, or their designate, of the Police Division of the Service where the person is arrested, the CSU Special Constable may transport the individual arrested or in custody to a police facility, medical facility, or as otherwise directed by the Officer-in-Charge, or their designate. No person arrested shall be transported by the CSU Special Constable without the authority of the Officer-in-Charge, or their designate.
- 8.3 At no time shall a CSU Special Constable transfer a person in custody to another police service or detention centre, beyond the boundaries of the City of Toronto
- 8.4 A CSU Special Constable shall transport persons detained in custody according to the Service's policies, standards and procedures referred to in sections 10.1 and 10.2 of this Agreement.
- 8.5 Property seized from persons in custody or as evidence by a CSU Special Constable shall be turned over to the Service if the person from whom it was seized is being held in custody by the Service, or, if the Service is taking over the investigation of the offence, subject to the direction of the Officer-in-Charge, or their designate, who has oversight of the investigation.
- 8.6 The CSU Special Constable shall obtain direction from the Officer-in-Charge, or their designate, for property seized from persons in custody or as evidence by a CSU Special Constable that is not to be turned over to the Service. For property seized that is not to be turned over to the Service, it shall be stored, preserved, and disposed of by the TCHC in a manner consistent with the Service's policies and procedures for such property.
- 8.7 The CSU Special Constable shall not seize evidence, unless the seizure of the evidence is related to the exercise of their authority and/or such seizure is required to prevent the evidence from being lost, damaged, or destroyed.

ARTICLE 9 - INCIDENT RESPONSE

- 9.1 The TCHC recognizes that the Service has responsibility for responding to and investigating criminal occurrences on, or in relation to, TCHC Property, including all actual or potential incidents of violence involving weapons and all violent incidents where an injury has occurred

or is likely to occur.

- 9.2 Subject to the powers granted to a CSU Special Constable, as set out in section 6.4 of this Agreement, and in accordance with O Reg 396/23, or any subsequent amendments made to O Reg 396/23, in the performance of their duties set out in this Agreement, a CSU Special Constable shall:
- (a) provide security relating to TCHC Property.
 - (b) assist police officers in performing policing functions in relation to TCHC Property, including assisting with investigations into criminal offences or missing persons.
 - (c) for the purposes of section 9.2 (b) of this Agreement, assist with investigations may include,
 - i. interviewing members of the public regarding alleged offences or missing persons,
 - ii. detaining, arresting or releasing individuals while acting under the direction of a police officer,
 - iii. securing or preserving evidence under the direction of a police officer,
 - iv. seizing or storing evidence under the direction of a police officer,
 - v. securing crime scenes, and
 - vi. storing or processing evidence under the direction of a police officer.
 - (d) prepare and serve summonses or other legal documents.
 - (e) execute warrants or other court orders on TCHC Property.
 - (f) lay charges while acting under the direction of a police officer.
 - (g) swear information.
 - (h) direct traffic on TCHC Property.
 - (i) subject to section 9.2 (j) of this Agreement, perform law enforcement functions in relation to an incident on TCHC Property while not acting under the direction of a police officer.
 - (j) a CSU Special Constable performing law enforcement functions in relation to an incident in accordance with section 9.2 (i) of this Agreement, shall transfer responsibility for law enforcement functions in relation to the incident to a member of the police service responsible for the area in which the incident occurred,
 - i. promptly where a person has been arrested or detained,
 - ii. in relation to an investigation other than an investigation into a breach of a municipal by-law or a provincial offence that may be prosecuted under Part I of the *Provincial Offences Act*, R.S.O. 1990, c. P.33 after interviewing any involved persons and collecting any evidence that may be collected without a

warrant, and

iii. in all other circumstances, in accordance with any requirements set out in the procedures governing the performance of the duties of a CSU Special Constable that are established pursuant to this Agreement.

(k) perform policing functions, other than law enforcement functions, that do not otherwise fall within a purpose for which the CSU Special Constable may act as a CSU Special Constable in relation to incidents that require a policing response and that occur on TCHC Property, until members of a police service are able to respond to the incident.

9.3 Notwithstanding section 9.2 (j)(ii) of this Agreement, a police officer shall always have control of the incident or investigation, unless the Officer-In-Charge, or their designate, directs a CSU Special Constable to do otherwise.

9.4 Incidents listed in section 9.5 of this Agreement shall forthwith be reported to the Service by a CSU Special Constable and a police officer requested to attend to commence an investigation.

9.5 A CSU Special Constable must request police attendance in the circumstances identified below. Where a police officer is unavailable to attend, the CSU Special Constable shall forthwith contact the Service's Officer-In-Charge, or their designate, of the Police Division in which the incident occurred and follow that Officer's direction:

- All serious offences, which offences are defined as any offence under this or any other Act or regulation for which the maximum period of punishment is imprisonment for five years or more;
- Any crime in relation to a child or youth under the age of 18 including sexual, and physical abuse, child pornography and abduction;
- Any offences of a sexual nature including assault, human trafficking, and sexual services for consideration;
- Proceeds of crime investigations, including stolen or crime vehicles;
- Gambling;
- Elder abuse;
- Gang related investigations;
- Missing persons;
- Where weapons (used in the commission of an offence), explosives or radioactive materials are involved;

- Attempted suicides or unnatural deaths;
- Intimate partner violence;
- Hate crime;
- Arson;
- Any suspicious incidents, including any suspicious incidents that may or may not involve terrorism;
- Any incident involving a firearm; and
- Liquor related offences, except for a provincial offence notice.

9.6 Every arrest by a CSU Special Constable and every investigation of a criminal offence conducted by a CSU Special Constable shall be reported to the Service by a CSU Special Constable utilizing the current reporting process utilized by the Service as identified in Schedule "C" to this Agreement.

9.7 If no member of the Service attends in response to a call:

- (i) if the occurrence is a hybrid offence, as defined in the *Criminal Code*, or an indictable criminal offence, the attending CSU Special Constables shall,
 - (a) if an arrest is made, or an investigation of the offence is commenced, by the CSU Special Constables, inform the Service's Officer-in-Charge, or their designate, of the Police Division in which the incident occurred of the circumstances, and shall follow their instructions, or those of their designate, regarding further investigation or action; or
 - (b) if no further action is required by the CSU Special Constables upon arrival, note and report the incident in accordance with the provisions of section 9.6 of this Agreement.
- (ii) if the occurrence is not a hybrid offence, as defined in the *Criminal Code*, or an indictable criminal offence, the attending CSU Special Constable(s) shall proceed with the investigation of the occurrence in accordance with the TCHC's policies and procedures referred to in section 10.3 of this Agreement, and in accordance with their duties and obligations as set out in this Agreement.

9.8 If the Service attends, CSU Special Constables shall inform the first attending police officer of the circumstances, provide assistance and follow their instructions regarding further action.

- 9.9 Each TCHC business day, the TCHC shall forward to the Service, through the Special Constable Liaison Office, a written report detailing all arrests, investigations, occurrences and instances of traffic direction in which Special Constables have been involved within the previous twenty-four (24) hour period, including the badge number of any member of the Service consulted by, or giving direction to, CSU Special Constables in respect of any arrest, occurrence, major incident or instances of traffic direction detailed in the report.
- 9.10 The TCHC shall require that a CSU Special Constable complete the Service's "Use of Force Report" form, which form is based on the form in the Government of Ontario Central Forms Repository, on every occasion that "use of force" options are exercised in accordance with Service Procedure 15-01, Incident Response (Use of Force/De-Escalation) & Equipment. The use of force reports shall be provided by the TCHC to the Service as soon as possible.
- 9.11 The TCHC shall ensure that incidents of a criminal nature reported to a CSU Special Constable, if not responded to by Service personnel, are made the subject of a report and submitted to the Officer-in-Charge, or their designate, of the Police Division where the incident occurred.
- 9.12 The TCHC shall provide to the Board an annual report with statistical information including information regarding enforcement activities, training, use of force activities, supervision, complaints, and other issues of concern to the Parties and such further categories of information as may be requested by the Board or the Chief, from time to time.
- 9.13 At any time, if requested by the Board, the TCHC shall report to the Board on any aspect of this Agreement, including its operation and administration, within the time specified by the Board in such request.

ARTICLE 10 - EXCHANGE OF INFORMATION

- 10.1 All Service policies, standards, and procedures applicable to the duties, powers, and responsibilities of CSU Special Constables, including any directives or policies of the Board generally governing any CSU Special Constable appointed by the Board, in effect as of the date of the execution of this Agreement, shall be forwarded to the TCHC by the Board within 30 days of the date of execution of this Agreement.
- 10.2 Prior to any amendment or modification to any policy, standard, or procedure referred to in section 10.1 of this Agreement and applicable solely to the CSU Special Constables, the Board agrees to consult with the TCHC.
- 10.3 The Service will provide the TCHC with any amended or modified policies, standards, or procedures referred to in section 10.1 of this Agreement on an annual basis or more frequently if required by the amendment or modification.
- 10.4 TCHC's current enforcement policies, rules, standards, and procedures for CSU Special Constables will be provided to the Board and the Service within 30 days of the date of the execution of this Agreement.

- 10.5 TCHC shall consult with the Board and the Service prior to changing its enforcement policies, rules, standards, or procedures for CSU Special Constables and shall forward copies of any such change to the Board and the Service upon its enactment by the TCHC.
- 10.6 TCHC and the Service shall review all policies, standards, rules or procedures applicable to the duties, powers and responsibilities of CSU Special Constables under this Article to ensure that they comply with the requirements of the *CSPA*. Should amendments to the policies, standards, rules or procedures be needed to ensure compliance with the *CSPA*, the TCHC and Service agree that the TCHC or Service shall amend them in order to ensure compliance and provide the other Party with notice of any needed amendments and copies of such updated policies, standards, rules or procedures upon enactment or adoption.
- 10.7 For the sole purpose of carrying out their duties under this Agreement, CSU Special Constables may be provided by the Service with such confidential police information requested by them, subject to the unfettered discretion of the Service to refuse to provide some or all such information.
- 10.8 TCHC shall ensure that its CSU Special Constables maintain the confidential nature of the information referred to in section 10.7 of this Agreement and shall comply with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, or other applicable privacy legislation, in this regard.
- 10.9 When considering personal information sharing for the purposes of this Agreement, other than as identified in this Agreement, the TCHC and the Service will each satisfy itself that the sharing is lawful. Where information is sought and received, the disclosing entity will ensure its own lawful authority to share the subject information, and the receiving party will ensure its own lawful authority to collect the subject information. Sharing, publication, dissemination, use or disclosure of any shared personal information may only occur with the written consent of the TCHC or the Service that originally provided the information or as may be legally required.
- 10.10 Neither Party will surrender any document(s) or property owned by the other Party or that has been prepared by a member of the other Party, unless legally required by due process (summons, subpoena, order, etc.). If one Party is requested to disclose documents or property that is owned by the other Party or prepared by an employee or member of the other Party, the Party receiving the request to surrender the property or document, shall advise the other Party as soon as possible. For the purposes of this section, "Party", when used in respect to the Board, includes the Service.
- 10.11 The Parties recognize the importance of and need for timely and appropriate exchanges of information and agree to inform the other of material matters relevant to this Agreement, not otherwise addressed in this Agreement, as soon as practicable. For the purposes of this section, "Party", when used in respect to the Board, includes the Service.

- 10.12 Without limiting the obligations as set out in section 10.11 of this Agreement, the Parties undertake to maintain the confidential nature of any information obtained through the provisions of any memorandum of understanding as between the Board or the Service and the TCHC.
- 10.13 The TCHC or CSU Special Constables, and the Board or TPS, shall not construe the information sharing parameters contained in this Agreement as establishing a general information sharing arrangement between the Parties.
- 10.14 The TCHC shall at all times be governed by the provisions of the *Youth Criminal Justice Act* S.C. 2002, c.1. in the management, storage and sharing of information in relation to any young person's records.
- 10.15 No Canadian Police Information Centre (“CPIC”) information will be shared under this Agreement to the TCHC. The TCHC is responsible for entering into a separate agreement with the RCMP for CPIC access.
- 10.16 Unless explicitly set out under this Agreement, information obtained by the TCHC, or a CSU Special Constable from the Service shall not be used or shared by the TCHC for any employment purpose.
- 10.17 With the exception of the existing special constable agreement between the Board and the TCHC, this Agreement does not supersede any other memoranda of understanding or agreement(s) already established between the TCHC and the Board or the Service.
- 10.18 The Parties agree that nothing in this Agreement, including any omissions, shall be construed to supersede or bypass the requirements of law, specifically the *CSPA* and its regulations.
- 10.19 All information sharing between TCHC and the Service shall be in accordance with applicable privacy laws.

ARTICLE 11 - INVESTIGATION OF COMPLAINTS

- 11.1 The Parties agree that all Complaints concerning a CSU Special Constable or the TCHC shall be investigated in accordance with s. 183-185 of the *CSPA* and O Reg 411/23, as appropriate.
- 11.2 The TCHC shall investigate all Complaints in accordance with its Complaints Investigation Procedure, except for Complaints that may constitute criminal conduct or is criminal in nature.
- 11.3 Upon receipt of any non-criminal complaint concerning the conduct of a CSU Special Constable or TCHC, TCHC shall notify Service’s Special Constable Liaison Office within 10 days from the submission of the Complaint.

- 11.4 Subject to section 11.2 of this Agreement, upon receiving a Complaint that may constitute criminal conduct or is criminal in nature concerning a CSU Special Constable, TCHC shall forward the Complaint to the Service's Special Constable Liaison Office immediately from the submission of the complaint and the Service shall investigate the Complaint.
- 11.5 Where a non-criminal Complaint is to be investigated by TCHC, TCHC shall provide the Board with the results of the investigation, in writing, within 120 days from the date the Complaint was received by TCHC.
- 11.6 If a Complaint being investigated by TCHC needs to be, at the determination of TCHC, postponed or suspended, TCHC shall provide the Service's Special Constable Liaison Office with notification and details relating to the postponement/suspension, and shall provide the Service's Special Constable Liaison Office with up-dates on the postponement/suspension of the investigation every 30 days until the postponement/suspension of the investigation ends.
- 11.7 Where a Complaint being investigated by TCHC exceeds 120 days, TCHC shall provide the Service with a status up-date every 30 days, beyond the initial 120 days set out in section 11.5 of this Agreement.
- 11.8 Where TCHC's investigation set out in section 11.5 of this Agreement is not completed within 240 days from the date that the Complaint was received by TCHC, TCHC shall provide the Service's Special Constable Liaison Office with a report of the outstanding investigation. The Special Constable Liaison Office may prepare a board report for the Board.
- 11.9 After review of the board report referred to in section 11.8 of this Agreement, the Board may immediately:
- (i) grant an extension to TCHC to complete an investigation that has been postponed or suspended, which extension shall not exceed 120 days from the date the Board has provided approval to TCHC of the extension;
 - (ii) suspend the appointment process for the CSU Special Constable until the outstanding Complaint(s) are finalized by TCHC and reported to the Board and the Complainant; or
 - (iii) terminate the Agreement, in accordance with section 2.1(a) of this Agreement, if TCHC continues to not comply with the timelines outlined in this section.
- 11.10 Pursuant to section 11.5 of this Agreement, if TCHC has not completed the investigation in 120 days, TCHC shall provide the Service's Special Constable Liaison Office with a report of the outstanding investigation. The Service's Special Constable Liaison Office may prepare a board report for the Board and, after reviewing the board report, the Board may take any of the options set out in section 11.9 of this Agreement.

- 11.11 TCHC shall have a written Complaint Investigation Procedure relating to any Complaint concerning the conduct of a CSU Special Constable or TCHC. The Complaints Investigation Procedure shall be established consistent with the criteria set out in Schedule “D” of this Agreement and this Article and a copy shall be provided to the Service and the Board. The Complaint Investigation Procedure shall include a review process which shall be undertaken by the Office of the Ombudsman of the City of Toronto, or such other independent third party selected jointly by the Parties. The review will be limited to the issue of whether TCHC has complied with the TCHC Complaint Investigation Procedure. The TCHC Complaint Investigation Procedure shall be made available to the public and shall be made available through the TCHC’s website <https://torontohousing.ca/>.
- 11.12 TCHC shall not utilize any third party to conduct investigations outlined in this Article.
- 11.13 At any time, whether before, during or after completion of the TCHC's investigation of a Complaint concerning a CSU Special Constable or before the making of any findings on the Complaint investigation by TCHC, the Board, in its sole discretion, may request the Service to undertake an investigation of the Complaint concerning the conduct of a CSU Special Constable.
- 11.14 Subject to any applicable laws, in addition to any findings of misconduct following a Complaint investigation pursuant to sections 11.3 or 11.4 of this Agreement, TCHC shall immediately forward to the Board, for the Board's review and action, any information TCHC receives or has in its possession concerning misconduct or alleged misconduct, including a breach of any provision of this Agreement by a CSU Special Constable whether allegedly committed before or after the date of their appointment as a CSU Special Constable, occurring up to one year prior to the date of their appointment as a CSU Special Constable pursuant to this Agreement and from the date of execution of this Agreement forward, which has not resulted in a Complaints investigation by either the Service or TCHC in accordance with sections 11.3 or 11.4 of this Agreement.
- 11.15 Upon being provided, with a finding of misconduct by a CSU Special Constable or a substantiated Complaint regarding the policies of, or the services provided by, TCHC, pursuant to sections 11.3 or 11.4 of this Agreement, or, with information regarding misconduct by a CSU Special Constable, pursuant to section 11.14 of this Agreement, the Service’s Special Constable Liaison Office, in consultation with the Service’s Professional Standards Unit, shall prepare a report to the Board if the Service deems a suspension or termination of a CSU Special Constable’s appointment is required.
- 11.16 After review of the board report referred to in section 11.15 of this Agreement, the Board may immediately:
- (i) suspend or terminate that CSU Special Constable's appointment subject to the requirements set out in section 94 of the *CSPA*; and
 - (ii) in the case of a substantiated Complaint regarding the policies of, or the services provided by, TCHC, terminate the Agreement in accordance with section 2.1(a) of this Agreement.

- 11.17 The Service may recover costs from TCHC for any Complaint investigation conducted by the Service concerning a CSU Special Constable or TCHC provided that the Service gives the TCHC at least thirty (30) days written notice containing an estimate of those costs and allows TCHC an opportunity to raise any concerns it may have with the estimated costs.
- 11.18 CSU Special Constables shall, upon becoming aware of the following, notify an immediate supervisor forthwith:
- (a) when charged with a provincial offence, other than a violation of the *Highway Traffic Act* for which no power of arrest is provided; or
 - (b) when suspected of, under investigation for, or charged with, a criminal offence.
- 11.19 When a supervisor from TCHC is advised of an incident as described in section 11.18 of this Agreement, the supervisor shall ensure that the Service's Special Constable Liaison Office is immediately notified utilizing the reporting requirements in accordance with Article 9.

**ARTICLE 12 - IDENTIFICATION, EQUIPMENT AND UNIFORMS
OF TCHC SPECIAL CONSTABLES**

- 12.1 Upon the appointment by the Board of a TCHC employee as a special constable in accordance with Article 4, the applicant shall be identified as a CSU Special Constable with the powers and duties of a special constable under their appointment and this Agreement.
- 12.2 The TCHC shall ensure that a CSU Special Constable carries photographic identification at all times while on duty that indicates their status as a CSU Special Constable. The identification shall include:
- (a) the name of the CSU Special Constable;
 - (b) a colour photograph of the CSU Special Constable;
 - (c) clear indication that the identification is issued to a CSU Special Constable with the words "Special Constable" prominently displayed;
 - (d) the appointing authority (Toronto Police Service Board);
 - (e) signature of TCHC or any TCHC designate; and
 - (f) the expiry date of the CSU Special Constable appointment;
- 12.3 Only a CSU Special Constable may be issued with the following equipment by TCHC, in accordance with the *CSPA*, at the time of appointment and after completion of training:

Use of Force:

- a) oleoresin capsicum (OC) spray/foam and holder;
- b) expandable baton and holder;

Optional Equipment to be issued (and only on approval of the Chief of Police):

- c) wallet and badge;
 - d) handcuffs, handcuff pouch and handcuff key;
 - e) memo book;
 - f) mobile phone;
 - g) shoulder flashes;
 - h) personal protective equipment, including,
 - i) a whistle;
 - ii) vest, providing full coverage of the upper torso (front, back and over the shoulders) including stripes/bands of retro-reflective performance materials which complies with the requirements of Canadian Standards Association standard Z96 *High-Visibility Safety Apparel* for a Class 2 garment;
 - iii) white gloves;
 - iv) high-visibility gloves;
 - v) flashlight;
 - vi) portable communication device to be used in accordance with all rules and regulations as set out by the Ministry of Labour, *Occupational Health and Safety Act*, R.S.O., 1990, c O.1.;
 - vii) body armour;
 - viii) body worn camera; and/or
 - ix) in-car camera system.
- 12.4 All Equipment, uniforms and insignia issued to or worn by a CSU Special Constable shall be paid for by TCHC.
- 12.5 All Equipment, uniforms and insignia issued or used by a CSU Special Constable in the performance of their duties shall comply with the recommendations contained in the *CSPA*, O Reg 86/24, not resemble any uniform typically worn by a police officer of the Toronto Police Service, and any other requirements as established by the Board.
- 12.6 No substantial change or modification in any Equipment or uniform will be made without TCHC submitting a written submission to the Service, outlining the reason for the change, and before the request is approved by the Chief.
- 12.7 When an individual's status as a CSU Special Constable has expired, been terminated or suspended, TCHC shall ensure that the individual returns their Special Constable identification to the TCHC.
- 12.8 The TCHC shall not display or use the word "police" on any of its vehicles, uniforms, insignia, or other materials. Special Constable shall not identify or otherwise represent themselves to the public as a police officer.

- 12.9 When in uniform and on duty as a CSU Special Constable, a CSU Special Constable is prohibited from identifying themselves as a police officer or in any way portraying themselves as a police officer or as an employee or member of the Toronto Police Service.
- 12.10 Nothing in this Agreement shall be interpreted to deem an applicant or a CSU Special Constable to be an employee or member of the Toronto Police Service.
- 12.11 The identification and equipment of CSU Special Constables as set out under this Agreement shall run congruently with the identification of Special Constables under the *CSPA*.
- 12.12 All vehicles used by a CSU Special Constable in the performance of their duties outlined in this Agreement, shall be decalced in accordance with specifications in the *CSPA*.

ARTICLE 13 - TRAINING

- 13.1 TCHC is, and shall remain, responsible for the training of applicants and CSU Special Constables in accordance with training standards prescribed by the Service as modified from time to time, with the approval by the Board, for CSU Special Constables based on their duties, powers, and responsibilities. The minimum Training Requirements are more particularly set out in Schedule "B."
- 13.2 TCHC shall ensure that CSU Special Constables complete all provincially mandated training that is not already included in this Agreement.
- 13.3 Every applicant being considered for appointment as a CSU Special Constable shall be trained and every CSU Special Constable shall remain trained in all components of their duties, powers, and responsibilities in accordance with the Training Requirements. Each applicant and CSU Special Constable shall have successfully completed the Training Requirements.
- 13.4 TCHC shall inform the Board and the Service of changes and updates to the Training Requirements, which information shall include a detailed explanation and rationale as to the change and update to the Training Requirements, and provided the Board has approved such changes and updates, TCHC shall forthwith provide such modified or additional training to its applicants and CSU Special Constables.
- 13.5 All costs and expenses associated with the training of applicants and CSU Special Constables shall be paid for by TCHC.
- 13.6 With the exception of provincially mandated training, where an applicant or CSU Special Constable provides evidence, satisfactory to the Board, that the applicant or CSU Special Constable has already completed some or all of Training Requirements, the Board will consider if an applicant or CSU Special Constable needs to repeat the training based on their duties, powers and responsibilities as a CSU Special Constable.
- 13.7 TCHC shall designate an employee as a Training Liaison, who shall be responsible for

ensuring training is conducted in relation to any changes in legislation, Service rules, governance, the Service's reporting process and up-grades to reporting mechanisms.

- 13.8 The Service may recover costs from TCHC for any in-class and practical training provided by the Service to CSU Special Constables specific to the *Highway Traffic Act* powers granted to CSU Special Constables under this Agreement, provided that the Service gives TCHC at least thirty (30) days' written notice containing an estimate of those costs and allows TCHC an opportunity to raise any concerns it may have regarding the estimated costs.

ARTICLE 14 - MEDIA AND COMMUNICATIONS

- 14.1 CSU Special Constables or any representative of TCHC, shall refrain from commenting to the media on any matter involving the exercise of a CSU Special Constable's duties and obligations, as set out in this Agreement, without first contacting TCHC's External Communications team. "Commenting to the media" includes conducting news conferences and interviews, providing comments on the record, offering information on background (i.e., "off the record) issuing news releases and the use of social media such as blogs, social networking sites or any other similar platform to represent TCHC or publish confidential information, unless expressly requested to do so by TPS's Corporate Communications Unit and TCHC's External Communications team.
- 14.2 TCHC's External Communications team will consult with TPS's Corporate Communications Unit before the release of any comment to the media.
- 14.3 TCHC shall ensure that CSU Special Constables are aware of the expectations for responsible and professional use of social media in accordance with TPS Procedure 17-13 - Social Media, TCHC's Social Media Policy for employees, and CSU SOP 02-06 Social Networking.

ARTICLE 15 - INSURANCE AND INDEMNITY

- 15.1 At all times during the Term, TCHC agrees to provide and maintain in force, at its own expense, a minimum of \$5,000,000.00 per occurrence limit of Commercial General Liability insurance coverage and shall file with the Board a certificate of insurance.
- 15.2 The insurance policy maintained by TCHC in accordance with section 15.1 of this Agreement shall include the following:
- (i) name the Board, the Service (including the Chief and all members of the Service), the Province of Ontario and the Minister as additional insureds;
 - (ii) personal injury liability; a cross-liability/severability of interest; broad form contractual liability; contingent employer's liability; and non-owned automobile liability; and

- (iii) the insurer or TCHC will endeavour to provide thirty (30) days' prior written notice of cancellation to the Board.

At the expiry date of the policy, the insurer or TCHC shall provide a certificate evidencing renewal or replacement to the Board prior to the expiration date of the original policies.

- 15.3 The Board acknowledges and agrees that the deductible amounts of the insurance policies as noted above shall be borne by TCHC.
- 15.4 TCHC shall indemnify and save and hold harmless the Board, the Chief, the Crown in Right of Ontario, and all members of the Service (the "Indemnified Parties") from and against all loss, liability, damage, expenses or costs (the "Claims") which the Indemnified Parties or any of them may incur arising out of or related to the activities of TCHC and its employees appointed as CSU Special Constables save and except to the extent that any Claims arise from the negligent act or omission of any of the Indemnified Parties.
- 15.5 If any of the Indemnified Parties are, without liability on their part, made a party to any litigation commenced by or against TCHC and/or TCHC's said employees (excepting litigation commenced by TCHC against the Board) TCHC shall,
 - (i) protect, indemnify and hold harmless the Indemnified Parties; and
 - (ii) pay all costs, expenses and reasonable legal fees that may be incurred by any of the Indemnified Parties in enforcing the terms, covenants and conditions of this Agreement, unless a court decides otherwise.
- 15.6 The provisions of sections 15.4 and 15.5 of this Agreement shall survive the termination or expiry of this Agreement.

ARTICLE 16 - NOTICE

- 16.1 Any notice, demand or other communication (in this section 16.1, a "notice") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:
 - (a) delivered in person during normal business hours on a business day and left with a receptionist or other responsible employee of the relevant Party at the applicable address set forth below;
 - (b) sent by prepaid first class mail; or
 - (c) sent by any electronic means of sending messages, including facsimile transmission, which can produce a paper record (in this section 16.1, "Electronic Transmission") during normal business hours on a business day;

in the case of a notice to the Board, to:

Toronto Police Service Board
40 College Street
Toronto, ON M5G 2J3
Attention: Executive Director
Fax No.: 416-808-8082

and, in the case of a notice to the TCHC, to:

Toronto Community Housing Corporation
Community Safety Unit
100 Wildcat Road
Toronto, ON M3J 2V4
Attention: Senior Director/ Chief Special Constable
Email: allan.britton@torontohousing.ca

Each notice sent in accordance with this section 16.1 shall be deemed to have been received:

- (a) on the day it was delivered;
- (b) at start of business on the third business day after it was mailed (excluding each business day during which there existed a general interruption of postal services due to strike, lockout or other cause); or
- (c) on the same day that it was sent by Electronic Transmission or at the start of business on the first business day thereafter if it was sent after 4:00 pm or if the day on which it was sent was not a business day.

Either Party may change its address for notice by giving notice to the other Party (as provided in this section 16.1).

ARTICLE 17 - GENERAL PROVISIONS

- 17.1 If any of the provisions or part thereof contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions or parts thereof contained herein shall not be in any way affected or impaired thereby.
- 17.2 No supplement, modification or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby.
- 17.3 No waiver of or consent to depart from the requirements of any provision of this Agreement shall be binding against either Party unless it is in writing and is signed by the Party giving it. Such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it has been given and shall not be deemed or constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No failure on the part of either Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a

waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

- 17.4 This Agreement may be executed in any number of counterparts. Either Party may send a copy of its executed counterpart to the other Party by facsimile transmission or by email in .pdf format instead of delivering a signed original of that counterpart. Each executed counterpart (including each copy sent by facsimile transmission or email) shall be deemed to be an original; all executed counterparts taken together shall constitute one agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

) **TORONTO POLICE SERVICE BOARD**
)
)
)
)
) Per: _____
)
)
) **TORONTO COMMUNITY HOUSING**
) **CORPORATION**
)
)
) Per: _____

**SCHEDULE “A” – TCHC COMMUNITY SAFETY UNIT SPECIAL CONSTABLE
ACKNOWLEDGEMENT FORM**

In accordance with the Agreement between:

TORONTO POLICE SERVICE BOARD

- and -

TORONTO COMMUNITY HOUSING CORPORATION

I acknowledge that:

1. The Toronto Community Housing Corporation (TCHC) has submitted my name to the Toronto Police Service Board (the “Board”) for appointment as a special constable in accordance with section 92 of the *Community Safety and Policing Act, 2019*, S.O. 2019, c. 1, Sched. 1 (“*CSPA*”), to assist in carrying out the duties of a CSU Special Constable.
2. TCHC has provided me with a copy of the Agreement between TCHC and the Board as it relates to my appointment as a CSU Special Constable.
3. TCHC has provided me with a copy of TCHC’s Code of Conduct as it relates to the roles and responsibilities of a CSU Special Constable.
4. TCHC has notified me of my responsibilities regarding the powers and duties assigned to me as a CSU Special Constable and my obligation to adhere to the terms and conditions of this Agreement.
5. I am aware of the obligations under the *CSPA* and its regulations as they relate to the functions, obligations and duties of a CSU Special Constable.

Name of Applicant

Date

Witness

Date

**SCHEDULE “B”- TRAINING REQUIREMENTS
(ARTICLE 13)**

TRAINING

- B.1 TCHC shall ensure every applicant, and every CSU Special Constable is trained to standards prescribed by the Service, and the requirements of the Ministry, in order to fulfill the duties, powers and responsibilities of a CSU Special Constable TCHC shall further ensure that every applicant and every CSU Special Constable is trained in accordance with the requirements of the *CSPA*.
- B.2 TCHC shall submit annually to the Special Constable Liaison Office of the Service a copy of course outlines, course curricula and, when requested by the Service, lesson plans and course instructors' curriculum vitae. The Service's Toronto Police College (“TPC”) will review these materials to ensure that the training being provided by TCHC to applicants and CSU Special Constables complies with the training standards prescribed by the Service and the requirements of the *CSPA*. Where the training standards prescribed by the Service and the requirements of the *CSPA* are in conflict with the *CSPA*, the Parties agree that the requirements of the *CSPA* will govern.
- B.3 The TPC will ensure that the course outlines, course curricula and, when requested, lesson plans and course instructors curriculum vitae, are kept secure with access only to those Service members authorized.
- B.4 Representatives from the Service may, at their discretion, attend in-class academic courses and use of force training sessions in person to offer feedback on training.
- B.5 The Service and TCHC shall seek out opportunities to keep each other up-dated on changes in training, Service procedures, case law or any other material changes that may have an effect on CSU Special Constables' performance of their duties and responsibilities.
- B.6 TCHC shall notify the Special Constable Liaison Office of any additional training that should be provided to its CSU Special Constables if upon reviewing this request for additional training the Special Constable Liaison Office, in consultation with the TPC, determines the additional training is outside of the scope of the CSU Special Constables' duties and responsibilities, it shall be submitted to the Board for approval.

B.7 TCHC shall ensure every CSU Special Constable is trained in the following topics and which training,

- (a) shall be determined in consultation with the Service;
- (b) shall be included in TCHC's syllabus, and
- (c) may change in accordance with the *CSPA*:

COURSE OFFERINGS
Arrest Authorities
Arrest/Search Incident to Arrest
Canadian Police Information Centre (CPIC) Use
Case Preparation Provincial Offences
Collection of Identifying Information Under Certain Circumstances
Communicable Diseases
Community Mobilization/Community Policing
Controlled Drugs and Substances Act
Crime Scene Management
Criminal Offences
Equity, Inclusion & Human Rights
Persons in Crisis/Mental Health Act
Ethics and Professionalism in Policing
Field Interviewing/Taking Statements
First Aid/CPR
Highway Traffic Act
Introduction to Law
Liquor Licence and Control Act
Memorandum Books/Note-Taking
Occurrence/Report Writing/Field Information Report
Prioritizing De-escalation and De-escalation Techniques
Provincial Offences Act
Radio Communications
Search and Seizure Authorities
Sex Offences

TCHC Special Constable Status – Roles & Responsibilities
Taking Statements
Testimony/Criminal/Provincial Justice System/Rules of Evidence
Trespass to Property Act
Use of Force Legislation and Reporting
Vehicle Operations
Young Persons and the Law

INCIDENT RESPONSE TRAINING
Use of Force Authorities
Ontario Public-Police Interactions Training Aid
Conflict Prevention and De-escalation
Passive /Active Restraints
Strikes/Blocks
Baton Training
Escapes From Common Grabs
Ground Defence
Ground Pins
Oleoresin Capsicum (OC) Spray/Foam
Active Attacker Training
Edged Weapon Awareness

**SCHEDULE “C” - RESPONSE AND REPORTING REQUIREMENTS
(ARTICLE 9)**

PROCEDURE FOR REPORTING INCIDENTS AND GUIDELINES FOR ACTION

As provided for in the *CSPA*, the Service has primary responsibility for responding to calls for service relating to TCHC Property. Nothing in this Agreement shall be interpreted so as to restrict the authority of the Service to address this responsibility. Article 6 of the Agreement continues to apply.

- C.1 In all circumstances in which CSU Special Constables assist Service personnel in the conduct of an investigation, the CSU Special Constables will, in addition to any TCHC internal reporting requirements and in addition to the completion of detailed notes regarding the incident, complete a detailed Service Supplementary Report utilizing the current reporting process utilized by the Service for submission to the assigned the Service investigator.
- C.2 Where a CSU Special Constable, as a function of their normal duties, comes into possession of information relevant to incidents being investigated by the Service, they will immediately submit a Service Supplementary Report with specific notice to the assigned Service investigator. Where the information is of an urgent nature, they shall immediately contact the Officer-in-Charge, or their designate.
- C.3 A CSU Special Constable who concludes that a situation is a serious threat to personal and/or public safety based on the reasonable judgment of a trained special constable, shall disengage from the situation and in each case, and where appropriate, the CSU Special Constable will:
- render assistance to the victim,
 - take precautions to ensure the safety of the members of the public,
 - advise the Service of the crime and ascertain if a police officer will be attending,
 - secure the area of the investigation to prevent any destruction of evidence and maintain the integrity of the crime scene,
 - identify witnesses, and
 - complete memo book notes detailing their involvement.
- C.4 Situations may arise that are not covered by this Schedule “C”. In these instances, the investigating CSU Special Constable(s) should consult with the Officer-in-Charge, or their designate, of the Police Division where the incident occurred.

SEARCH INCIDENT TO ARREST

- C.5 When searching an arrested person, a CSU Special Constable shall:
- (a) Only conduct a search subsequent to arrest as authorized by common law; and
 - (b) Only conduct Protective searches, as defined in Common Law and the Charter of Rights and Freedoms, which involves the search of clothing, including pockets, that does not include the removal of any clothing except outerwear such as jackets, hats and/or gloves/mittens, in accordance with Service Procedure 01-02, Search of Persons.

CALL FOR SERVICE

- C.6 When receiving a call for service which may be related to a criminal offence, CSU Special Constables shall:
- (a) Notify the CSU Dispatch Unit of the incident;
 - (b) CSU Dispatch Unit or designate shall notify the Service's Officer-In-Charge of the Police Division of the Service, of the Incident.
 - (c) Attend the scene of the incident.
 - (d) Not conduct any form of forensic work or photograph any evidence, individuals, or scenes relating to an incident to which the police have been called, unless otherwise requested or directed by the Service's Forensic Identification Services Unit or the Officer-in-Charge, or their designate, of the Division in which it occurred.

USE OF FORCE

- C.7 CSU Special Constables shall submit a Use of Force Report to the Service through the Officer-in-Charge of the Police Division, or their designate, where the force was used and in accordance with Service Procedure 15-01, Incident Response (Use of Force/De-Escalation) & Equipment.

**SCHEDULE “D” - COMPLAINTS INVESTIGATION PROCEDURE CRITERIA
(ARTICLE 11)**

PUBLIC COMPLAINTS INVESTIGATION PROCEDURE

- D.1 TCHC shall ensure that it has a Public Complaints Procedure for receiving, investigating, and adjudicating Complaints from members of the public and others concerning the policies of TCHC, or services provided by, or the conduct of, a CSU Special Constable.

TCHC’s Public Complaint procedure shall be consistent with the principles set out in this Schedule.

- D.3 TCHC shall ensure that its Public Complaint Procedure contains the following elements:
- (a) Promotes public awareness of the Complaint process, including posting of the Public Complaints Procedure on TCHC website <https://torontohousing.ca>;
 - (b) A process for members of the public to file a Complaint to TCHC in either writing, in person, by telephone, or by electronic means, concerning its policies relating to TCHC, or the services provided by, or the conduct of a Special Constable;
 - (c) A process regarding the disclosure of professional misconduct that is alleged to have been engaged in by a CSU Special Constable, including:
 - i. A procedure to address how a member or former member of the Service, or a CSU Special Constable or former CSU Special Constable, may make disclosures of professional misconduct, including giving directions as to the persons to whom disclosures may be made;
 - ii. A procedure to protect the identities of persons involved in the disclosure process, including persons who make disclosures, witnesses and persons alleged to be responsible for professional misconduct; and
 - iii. A procedure to provide for exceptions to be made to procedures described in clause (ii) where the interests of fairness require that a person’s identity be disclosed to one or more persons;
 - (d) All Complaints received concerning the conduct of a CSU Special Constable or the policies of, or the services provided by, TCHC shall be forwarded to the Service’s Special Constable Liaison Office on the prescribed form within the timelines shown in sections 11.3 and 11.4 of this Agreement;
 - (e) Every Complaint investigated by TCHC shall be investigated by a designated Complaint Coordinator of the TCHC who has been trained by the Service’s Professional Standards Unit;

- (f) Complaints shall not be investigated by a third party agency on behalf of the TCHC.
- (g) Every Complaint that TCHC investigates shall be investigated and reported on, in writing to the Service's Special Constable Liaison Office, within 120 days from the date the Complaint was received by TCHC. If the Complaint investigation is not able to be completed within 120 days, TCHC shall notify the Service and complainant, in writing, before the 120 day investigation period has expired;
- (h) Where a Complaint being investigated by TCHC exceeds 120 days, TCHC shall provide the Service and the complainant with a status up-date every 30 days, beyond the initial 120 days in section 11.7 of this Agreement.
- (i) The complainant shall be kept advised of the outcome of the investigation of the Complaint; and
- (j) There shall be a review process available to complainants to consider whether TCHC has complied with this Public Complaints Procedure. This review shall be undertaken by the Office of the Ombudsman of the City of Toronto or such other independent third party selected jointly by the parties if the Office of the Ombudsman declines or is unable to undertake the review process. The Office of the Ombudsman shall provide the results of the review to TCHC and TCHC shall provide the Board with a copy of the review results.

**SCHEDULE “E” – TCHC COMMUNITY SAFETY UNIT
SPECIAL CONSTABLES DIRECTING TRAFFIC (ARTICLE 6)**

- E.1 TCHC shall ensure every CSU Special Constable is trained in traffic direction in accordance with the training provided by the Service.
- E.2 TCHC shall ensure every CSU Special Constable wears the personal protective equipment referred to in section 12.3 of this Agreement when performing traffic direction.
- E.3 CSU Special Constable shall only perform traffic direction duties on TCHC premises, in accordance with O. Reg 396/23.
- E.4 If road closures are required for any special events or parades being conducted on TCHC Property, the CSU Special Constable shall forthwith contact the Service’s Communications Services Call Centre to advise of the circumstances for the suggested road closure. TCHC shall ensure that the necessary permits are issued for the road closure.
- E.5 Prior to a CSU Special Constable performing any traffic direction, the CSU Special Constable shall forthwith contact the Service’s Communications Services Call Centre to advise of the circumstances, duration of duty and contact information, and shall follow their instructions, or those of their designate, regarding traffic direction in the area in question.
- E.6 When performing traffic direction, a CSU Special Constable shall always be cognizant of the safety to motorists, pedestrians and the CSU Special Constable, taking into consideration road, weather, and traffic conditions.
- E.7 CSU Special Constables shall notify the Service’s Communications Services Call Centre when traffic direction or road closure is no longer required at that location.
- E.8 Each TCHC business day, TCHC shall forward to the Service, through the Special Constable Liaison Office, a written report detailing all instances of traffic direction or road closures performed by a CSU Special Constable within the previous twenty-four (24) hours. The written report shall include the event number assigned at the time the CSU Special Constable called the Service’s Communication Services Call Centre and the badge number of any member of the Service consulted by a CSU Special Constable in respect to traffic direction on or around any roadway which directly or indirectly impacts the flow of traffic around the TCHC Property.



PUBLIC REPORT

November 7, 2024

To: Chair and Members
Toronto Police Service Board

From: Myron Demkiw
Chief of Police

Subject: Chief's Administrative Investigation into the Custody Injury of Complainant 2024.21

Purpose: Information Purposes Only Seeking Decision

Recommendation:

This report recommends that the Toronto Police Service Board (Board) receive this report for information.

Financial Implications:

There are no financial implications arising from the recommendation contained in this report.

Summary:

The Professional Standards – S.I.U. Liaison (P.R.S. – S.I.U. Liaison) investigation determined the conduct of the designated officials was in compliance with applicable provincial legislation regarding the Standards of Conduct and applicable Toronto Police Service (T.P.S.) procedures.

Discussion:

Background

Whenever the Special Investigations Unit (S.I.U.) investigates an incident involving death, serious injury, the discharge of a firearm at a person or the allegation of a sexual assault, provincial legislation requires the chief of police, of the relevant police service,

Toronto Police Service Board

40 College Street, Toronto, Ontario M5G 2J3 | Phone: 416-808-8080 Fax: 416-808-8082 | www.tpsb.ca

to conduct an administrative investigation. This is the Chief's report in respect of this incident.

Relevant Board Policies and Compliance

- Toronto Police Service (T.P.S.) procedures
- *Special Investigations Unit Act (S.I.U.A.) 2019*

S.I.U. Terminology

Complainant – Refers to the Affected Person

SO – Subject Official

WO- Witness Official(s)

B.W.C. – Body-Worn Camera

S.I.U. Investigative Conclusion

In a letter to the Chief of Police dated July 29, 2024, Director Joseph Martino of the S.I.U. advised *“The file has been closed and no further action is contemplated. In my view, there were no reasonable grounds in the evidence to proceed with criminal charges against the subject official”*.

The following *S.I.U. Incident Narrative and Analysis and Directors Decision* has been reprinted from the S.I.U. Director's report, number 24-TCI-147, which can be found via the following link:

https://www.siu.on.ca/en/directors_report_details.php?drid=3968

S.I.U. Incident Narrative

“The evidence collected by the SIU, including interviews with the Complainant and the SO, and video footage that captured the incident in parts, gives rise to the following scenario.

In the evening of April 1, 2024, the SO, in the company of the WO, arrived at a residence situated in the area of Bayview Avenue and York Mills Road, Toronto. They were there to arrest the Complainant on the strength of outstanding arrest warrants, including one in relation to a surety revocation. Witness #1 opened the door and informed the WO that the Complainant was in the garage.

The Complainant, inside the garage at the front of the house, was aware of the officers' presence and his pending arrest. Deciding he would flee, he activated the garage door opener, grabbed a bicycle, and attempted to step through the garage door before it had

completely lifted. He was in a crouched position with the bike, having just stepped across the door's threshold, when he was grounded by an officer.

The SO had observed the Complainant's exit and pushed him to the ground in a prone position. The officer used his body weight to keep him pinned as the Complainant struggled for a period. The WO arrived to assist his partner. Within moments, the Complainant was handcuffed to the back.

The Complainant complained of pain following his arrest. An ambulance was called and transported him to hospital. Medical imaging was inconclusive – the Complainant might or might not have suffered a fractured left scapula of indeterminate age.”

Analysis and Director's Decision

“The Complainant was diagnosed with a possible serious injury following his arrest by TPS officers on April 1, 2024. The SIU was notified of the incident and initiated an investigation naming the SO the subject official. The investigation is now concluded. On my assessment of the evidence, there are no reasonable grounds to believe that the SO committed a criminal offence in connection with the Complainant's arrest.

Pursuant to section 25(1) of the Criminal Code, police officers are immune from criminal liability for force used in the course of their duties provided such force was reasonably necessary in the execution of an act that they were required or authorized to do by law.

The SO and the WO were within their rights in moving to take the Complainant into custody based on the warrants in effect at the time.

The force used by the SO in aid of the Complainant's arrest, I am satisfied, was reasonable. The officer was entitled to thwart the Complainant's flight attempt by taking him to the ground. Once on the ground, the officer and his partner could also better expect to manage any continuing resistance on the part of the Complainant, which is precisely what occurred. The video footage establishes that the takedown was not effected with undue force. And no strikes of any kind were delivered by either officer.

In the result, whether or not the Complainant's left scapula was fractured in the course of his arrest, I am unable to reasonably conclude that any such injury was attributable to unlawful conduct on the part of the SO. As such, there is no basis for proceeding with criminal charges in this case. The file is closed”.

Summary of the Toronto Police Service's Investigation

The P.R.S. - S.I.U. Liaison conducted an administrative investigation as is required by provincial legislation.

This investigation examined the circumstances of the custody injury in relation to the applicable legislation, policing services provided, procedures, and the conduct of the involved officers.

The P.R.S. - S.I.U. Liaison investigation reviewed the following T.P.S. procedures:

- Procedure 01-01 (Arrest);
- Procedure 01-02 (Search of Persons);
- Procedure 01-03 (Persons in Custody);
- Procedure 02-01 (Arrest Warrants);
- Procedure 10-06 (Medical Emergencies);
- Procedure 13-16 (Special Investigations Unit);
- Procedure 13-17 (Notes and Reports);
- Procedure 15-01 (Incident Response (Use of Force/De-Escalation));
- Procedure 15-02 (Injury/Illness Reporting);
- Procedure 15-17 (In-Car Camera System) and;
- Procedure 15-20 (Body-Worn Camera).

The P.R.S. - S.I.U. Liaison investigation also reviewed the following legislation:

- *Special Investigations Unit Act, 2019;*

Conclusion:

The P.R.S. - S.I.U. Liaison investigation determined that the T.P.S policies and procedures associated with this custody injury were lawful, in keeping with current legislation, and written in a manner which provided adequate and appropriate guidance to the members. None of the examined policies and procedures required modification.

The P.R.S. - S.I.U. Liaison investigation determined that the conduct of all the designated officials was in compliance with applicable provincial legislation regarding the Standards of Conduct, the applicable T.P.S. procedures and the officers' training.

The existence of the B.W.C. footage of the interaction was an essential piece of evidence that assisted both the S.I.U.'s investigation and this administrative investigation.

Staff Superintendent Shannon Dawson, Professionalism and Accountability, will be in attendance to answer any questions that the Board may have regarding this report.

Respectfully submitted,

Myron Demkiw, M.O.M.
Chief of Police



PUBLIC REPORT

November 4, 2024

To: Chair and Members
Toronto Police Service Board

From: Myron Demkiw
Chief of Police

Subject: Chief's Administrative Investigation into the Firearm Injury of Complainant 2024.23

Purpose: Information Purposes Only Seeking Decision

Recommendation:

It is recommended that the Toronto Police Service Board (Board) receive this report for information as per O. Reg. 391/23 s.9(2)(b).

Financial Implications:

There are no financial implications arising from the recommendation contained in this report.

Summary:

The Professional Standards – S.I.U. Liaison (P.R.S. – S.I.U. Liaison) investigation determined the conduct of the designated officials was in compliance with applicable provincial legislation regarding the Standards of Conduct and the applicable Toronto Police Service (T.P.S.) procedures.

Discussion:

Background

Toronto Police Service Board

40 College Street, Toronto, Ontario M5G 2J3 | Phone: 416-808-8080 Fax: 416-808-8082 | www.tpsb.ca

Whenever the Special Investigations Unit (S.I.U.) investigates an incident involving death, serious injury, the discharge of a firearm at a person or the allegation of a sexual assault, provincial legislation requires the chief of police, of the relevant police service, to conduct an administrative investigation. This is the Chief's report in respect of this incident.

Relevant Board Policies and Compliance

- Toronto Police Service (T.P.S.) procedures
- *Special Investigations Unit Act (S.I.U.A.) 2019*
- Provincial Regulations

S.I.U. Terminology

CEW – Conducted Energy Weapon

Complainant – Refers to the Affected Person

SO – Subject Official

WO – Witness Official

S.I.U. Investigative Conclusion

In a letter to the Chief of Police dated August 8, 2024, Director Joseph Martino of the S.I.U. advised, *"The file has been closed and no further action is contemplated. In my view, there were no reasonable grounds in the evidence to proceed with criminal charges against the subject official."*

The following *S.I.U. Incident Narrative and Analysis and Director's Decision* has been reprinted from the S.I.U. Director's report, number 24-TFI-160, which can be found via the following link:

https://www.siu.on.ca/en/directors_report_details.php?drid=3978

S.I.U. Incident Narrative

"The evidence collected by the SIU, including interviews with the police and non-police eyewitnesses, and video footage that captured the events in question, gives rise to the following scenario. As was his legal right, the SO did not agree an interview with the SIU or the release of his notes.

In the afternoon of April 12, 2024, the SO, in the company of WO #1, arrived at the Tim Hortons at 1269 College Street, Toronto. They had come to learn that the Complainant was in the establishment and had plans to take him into custody on the basis of an

outstanding arrest warrant. They had also spoken with his father earlier that day and were concerned about the Complainant's mental health.

The Complainant was in the Tim Hortons with CW #6. The pair got up from a table and started to make their way out. As he passed the officers in the vestibule between a set of inner and outer doors, the Complainant was asked by the officers if he was "[the Complainant]". The Complainant denied that he was and kept walking out.

WO #1 explained to the Complainant that he looked like [the Complainant] and the officers took a hold of him as they walked out the outer doors. The Complainant continued to deny his identity, indicated that he did not have any identification with him, and asked why he was being stopped. The officers explained that he was being placed in detention on suspicion that he was the person subject to a warrant. The Complainant placed a bag he was carrying on the ground and then suddenly bolted from the officers. He was immediately taken to the ground by the officers between two parked vehicles just west of the front doors. The trio wrestled on the ground for about five seconds before the Complainant was able to retrieve a knife from his person and use it to cut the SO's left leg. Several more seconds passed and the officer, realizing that he had been stabbed, started to scream that he was going to shoot the Complainant. The SO and WO #1 rose to their feet and retreated a short distance, the former with his semi-automatic pistol in his right hand pointed at the Complainant.

The knife in his right hand, the Complainant had also risen to his feet and was standing facing north towards the officers from between the same parked vehicles. Told repeatedly to drop the knife, the Complainant did not do so. Instead, he looked at the officers and screamed back that he wanted them to shoot him. He proceeded to take off his jacket and partially turn to his right when he was struck by a CEW discharge and bullet fired at about the same time by WO #1 and the SO, respectively. The Complainant continued his turn to the right and had taken a step towards the Tim Hortons' doors when he was struck again by another CEW discharge by WO #1. This time, the Complainant locked-up and fell front first in front of the Tim Hortons. The time was 1:32 p.m.

The Complainant was arrested and taken to hospital. He had been struck in the upper left back by a bullet.

The SO had suffered a serious laceration to the back of the left leg and was also taken to hospital."

S.I.U. Analysis and Director's Decision

"The Complainant was shot and wounded by a TPS officer on April 12, 2024. The SIU was notified of the incident and initiated an investigation naming the SO the subject official. The investigation is now concluded. On my assessment of the evidence, there are no reasonable grounds to believe that the SO committed a criminal offence in connection with the shooting.

Section 34 of the Criminal Code provides that conduct that would otherwise constitute an offence is legally justified if it was intended to deter a reasonably apprehended assault, actual or threatened, and was itself reasonable. The reasonableness of the conduct is to be assessed in light of all the relevant circumstances, including with respect to such considerations as the nature of the force or threat; the extent to which the use of force was imminent and whether there were other means available to respond to the potential use of force; whether any party to the incident used or threatened to use a weapon; and, the nature and proportionality of the person's response to the use or threat of force.

The SO was lawfully placed and engaged in the execution of his duties throughout the series of events culminating in the shooting. There was a warrant in effect for the Complainant's arrest, and the officer was proceeding lawfully to take him into custody on that basis.

With respect to the SO's mindset at the time of the shooting, though he did not provide first-hand evidence to the SIU on this matter (as was his legal right), I am satisfied he acted to defend himself and others in the vicinity from a reasonably apprehended assault at the hands of the Complainant. That proposition is a natural and reasonable inference from the circumstances. The Complainant, having just inflicted grievous bodily harm on the SO and still in possession of the knife, was within metres of the officers and customers inside the Tim Hortons, in which direction he was turning at the time of the shooting. The officer would have had cause to believe that his life, the life of his partner, and the lives of those inside the restaurant were at risk of injury or death.

I am also satisfied that the force used by the officer – a single gunshot – constituted reasonable force. The Complainant was holding a knife which he had just used to seriously cut the SO. He refused to drop it despite the officers' repeated exhortations and, instead, screamed that he wanted to be shot. Retreat or withdrawal were not options given the need to protect third-parties in the area and the speed with which events were unfolding. In the circumstances, whether fearing he or WO #1 were at imminent risk of a knife attack, or that the customers inside the Tim Hortons were in harm's way, both reasonable concerns given the short distances involved and the Complainant's behaviour, it was imperative that the Complainant be incapacitated as quickly as possible. The discharge of a firearm was a legitimate tactic in the circumstances as it had the stopping power required of the moment.⁶

It should be noted in this regard that the CEW fired by WO #1 at about the same time had failed to neutralize the Complainant, who then advanced towards the Tim Hortons doors. The gunfire also did not fell the Complainant (that happened with the second of WO #1's CEW discharges), but that was more fortuity than anything else and does not detract from the reasonableness of the weapon's use.

For the foregoing reasons, there is no basis for proceeding with criminal charges in this case. The file is closed."

"The SO repeatedly yelled at the Complainant immediately after he had been cut that he would shoot him. The SO was either warning the Complainant that he would be shot if

he did not drop the knife and desist, a completely understandable pronouncement. Or, he was expressing a retaliatory impulse. If the latter, I am satisfied the officer did not act on that impulse. About 20 seconds elapsed between the last of these pronouncements and the moment the officer fired, at which time, for the aforementioned-reasons, the circumstances gave rise to a justified shooting.”

Summary of the Toronto Police Service’s Investigation

The Professional Standards Investigative Unit (P.R.S. I.N.V.) assisted by the P.R.S. – S.I.U. Liaison conducted an administrative investigation as is required by provincial legislation.

This investigation examined the circumstances of the firearm discharge in relation to the applicable legislation, policing services provided, procedures, and the conduct of the involved officers.

The P.R.S. I.N.V. and P.R.S. - S.I.U. Liaison investigation reviewed the following T.P.S. procedures:

- Procedure 08-04 (Members Involved in a Critical Incident);
- Procedure 15-01 (Incident Response (Use of Force/De-Escalation));
- Procedure 15-03 (Service Firearms);
- Procedure 15-20 (Body-Worn Camera).

The P.R.S. I.N.V. and P.R.S. - S.I.U. Liaison investigation also reviewed the following legislation:

- *Special Investigations Unit Act*, Section 20 – Securing the Scene;
- *Special Investigations Unit Act*, Section 31(1) – Duty to Comply;
- *Community Safety and Policing Act*, OR 391-23, Section 11-Use of Force;
- *Community Safety and Policing Act*, OR 391-23, Section 9- Reporting Discharge;
- *Community Safety and Policing Act*, OR 391-23, Section 5- Discharge Firearm;
- *Community Safety and Policing Act*, OR 391-23, Section 4- Carrying Firearm;
- *Criminal Code*, Section 25(4), Protection of Persons Administering the Law.

Conclusion:

The P.R.S. I.N.V. and P.R.S. - S.I.U. Liaison investigation determined that the T.P.S.’s policies and procedures associated with this firearm discharge were lawful, in keeping with current legislation, and written in a manner which provided adequate and appropriate guidance to the members. None of the examined policies and procedures required modification.

The P.R.S. I.N.V. and P.R.S. - S.I.U. Liaison investigation determined the conduct of the designated officials was in compliance with applicable provincial legislation regarding the Standards of Conduct and applicable T.P.S. procedures.

The following additional comments are provided.

The use of force options utilized by the officers and the decision making process behind those choices in their engagement were reasonable and in line with T.P.S. Incident Response training. The force the officers did use was lawful and reasonably justified given the circumstances and these actions were necessary to bring this incident under control effectively and safely.

The entirety of this interaction was captured on the involved officers B.W.C. This video evidence assisted the S.I.U.'s investigation in determining a justification for the officer's actions and the sequence of events.

Staff Superintendent Shannon Dawson, Professionalism and Accountability, will be in attendance to answer any questions that the Board may have regarding this report.

Respectfully submitted,

Myron Demkiw, M.O.M.
Chief of Police



PUBLIC REPORT

November 4, 2024

To: Chair and Members
Toronto Police Services Board

From: Myron Demkiw
Chief of Police

Subject: Chief's Administrative Investigation into the Custody Injury of Complainant 2024.24

Purpose: Information Purposes Only Seeking Decision

Recommendation(s):

This report recommends that the Board receive this report for information.

Financial Implications:

There are no financial implications arising from the recommendation contained in this report.

Summary:

In order to comply with provincial legislation, this report includes the Chief's administrative investigation in respect of this incident.

Discussion:

Background

Whenever the Special Investigations Unit (S.I.U.) investigates an incident involving death, serious injury, the discharge of a firearm at a person or the allegation of a sexual assault, provincial legislation requires the chief of police, of the relevant police service, to conduct an administrative investigation. This is the Chief's report in respect of this incident.

Relevant Board Policies and Compliance

- Toronto Police Service (T.P.S.) procedures
- *Special Investigations Unit Act*

S.I.U. Terminology

Complainant – Refers to the Affected Person

SO – Subject Official(s)

WO- Witness Official

C.E.W.- Conducted Energy Weapon

S.I.U. Investigative Conclusion

In a letter to the Chief of Police dated 2024.09.27, Director Joseph Martino of the S.I.U. advised, *“The file has been closed and no further action is contemplated. In my view, there were no reasonable grounds in the evidence to proceed with criminal charges against the subject official”*.

The following *S.I.U. Incident Narrative and Analysis and Directors Decision* has been reprinted from the S.I.U. Director’s report, number 24-TCI-179, which can be found via the following link:

https://www.siu.on.ca/en/directors_report_details.php?drid=3993

S.I.U. Incident Narrative

“The evidence collected by the SIU, including interviews with the Complainant and a police witness to the events in question, as well as video footage that captured the incident, gives rise to the following scenario. As was his legal right, the SO did not agree an interview with the SIU or the release of his notes.

In the evening of April 22, 2024, the TPS received a call reporting an assault. The caller noted that a male had assaulted another male, and that the two were now on a TTC bus travelling south on Victoria Park Avenue. The SO, operating a marked police cruiser with WO #1 as his passenger, responded to the call for service and located the bus. The SO pulled in front of the bus in the curb lane of Victoria Park Avenue and came to a stop.

The male identified as the perpetrator of the assault was the Complainant. When the bus came to a stop behind the police cruiser, he exited and walked around the front of the cruiser eastward onto the roadway. Told to stop by the officers, the Complainant

continued to walk towards the east curb of Victoria Park Avenue. He was on the grass median adjacent the east sidewalk when he turned and started to advance on the SO.

The SO and WO #1 had exited their cruiser and followed the Complainant onto the roadway directing him to stop. When the Complainant turned to confront the SO, the officer fired his CEW. The Complainant stopped his advance but did not lock-up. Rather, he swatted the CEW wire from his body and started to walk away from the SO southward towards the roadway. As he reached the east curb of the road, the SO fired his CEW again. This time, the Complainant's body locked-up and he fell face-first onto the road, fracturing his left hand in the process.

With the Complainant on the ground, WO #1 moved towards him to take him into custody. The Complainant tried to get up when the CEW charge cycle ended, and was shocked again by the SO. The Complainant failed to place his arms behind his back as directed by the officers, and was shocked several more times before WO #1 was able to handcuff his arms behind the back.

Following his arrest, the Complainant was taken to hospital and treated for his injury”.

Analysis and Director's Decision

“The Complainant was seriously injured in the course of his arrest by TPS officers on April 22, 2024. The SIU was notified of the incident and initiated an investigation naming the SO the subject official. The investigation is now concluded. On my assessment of the evidence, there are no reasonable grounds to believe that the SO committed a criminal offence in connection with the Complainant's arrest and injury.

Pursuant to section 25(1) of the Criminal Code, police officers are immune from criminal liability for force used in the course of their duties provided such force was reasonably necessary in the execution of an act that they were required or authorized to do by law. The Complainant fit the description of the male on the bus who had reportedly assaulted another male moments before. In the circumstances, I am satisfied the SO and WO #1 were within their rights in attempting to stop him for investigation: R. v. Mann, [2004] 3 SCR 59.

I am also satisfied that the force brought to bear against the Complainant, namely, multiple CEW deployments fired by the SO, was legally justified. The first CEW discharge occurred as the Complainant turned towards the officer and approached him in an aggressive manner. The SO was entitled to deter the Complainant's advance without getting into a physical altercation with him, and did so with a reasonable resort to a less-lethal weapon. Thereafter, the SO also acted reasonably when he fired again as the Complainant began to walk away from the officers. It was clear at this time that the Complainant was not about to surrender peacefully, and that any physical engagement would risk a struggle on a major roadway with vehicles travelling by. The remaining CEW discharges, when the Complainant was on the ground, appeared intended to facilitate the handcuffing process. It is not clear whether this use of force was strictly necessary. Though the Complainant had not freely released his arms, it

might have been that the combined efforts of the two officers would have been sufficient to wrestle control of them. That said, the parties were in a precarious position on the roadway with vehicles travelling past their location. It was imperative that a struggle be avoided to mitigate the risk presented by traffic. In the circumstances, the use of the CEW fell within the latitude conferred on officers by the law in recognition of the fact that their involvement in dangerous situations will not always allow for a precisely tailored use of force; what is required is a reasonable response, not necessarily an exacting one: R. v. Nasogaluak, [2010] 1 SCR 206; R. v. Baxter (1975), 27 CCC (2d) 96 (Ont. CA).

For the foregoing reasons, there is no basis for proceeding with criminal charges in this case”.

Summary of the Toronto Police Service’s Investigation

The Professional Standards-S.I.U. Liaison (S.I.U. Liaison) conducted an administrative investigation as is required by provincial legislation.

This investigation examined the circumstances of the custody injury in relation to the applicable legislation, policing services provided, procedures, and the conduct of the involved officers.

The S.I.U. Liaison investigation reviewed the following Toronto Police Service (T.P.S.) procedures:

- Procedure 01-01 (Arrest);
- Procedure 01-02 (Search of Persons);
- Procedure 01-03 (Persons in Custody);
- Procedure 06-04 (Persons in Crisis);
- Procedure 10-06 (Medical Emergencies);
- Procedure 13-16 (Special Investigations Unit);
- Procedure 13-17 (Notes and Reports);
- Procedure 15-01 (Incident Response (Use of Force/De-Escalation));
- Procedure 15-02 (Injury/Illness Reporting);
- Procedure 15-09 (Conducted Energy Weapons);
- Procedure 15-17 (In-Car Camera System) and;
- Procedure 15-20 (Body-Worn Camera).

The S.I.U. Liaison investigation also reviewed the following legislation:

- Special Investigations Unit Act, 2019;

Conclusion:

The Professional Standards Unit-S.I.U. Liaison Unit (S.I.U. Liaison) investigation determined that the T.P.S.’s policies and procedures associated with this custody injury were lawful, in keeping with current legislation, and written in a manner which provided

adequate and appropriate guidance to the members. None of the examined policies and procedures required modification.

The S.I.U. Liaison investigation determined the conduct of involved officers and specifically the S.O. was in compliance with the applicable provincial legislation regarding the Standards of Conduct, the applicable T.P.S. procedures and the officer's training.

The Director of the S.I.U. provided the following opinion, in part, regarding the S.O.'s use of the C.E.W. on the Complainant, *"It is not clear whether this use of force was strictly necessary. Though the Complainant had not freely released his arms, it might have been that the combined efforts of the two officers would have been sufficient to wrestle control of them..."*

After the second C.E.W. deployment which resulted in the intended neuro muscular incapacitation, the Complainant continued to struggle and failed to respond to directions to surrender his arms. At this time, the S.O. had established and confirmed a C.E.W. connection and cycled the device for a third time to leverage the Complainant's arm safely in handcuffs while under power. The actions of the S.O. are consistent with Procedure 15-09 (Conducted Energy Weapon) and the Service's C.E.W. training. Specifically, it is taught that once under power the operator may extend the cycle and maintain the subject under power until safely subdued. To disconnect the C.E.W. and move in and physically restrain a resistant subject may result in an escalation of force and significantly increase the probability of injury to both the subject and to the arresting officers.

The Body Worn Camera footage of the interaction coupled with the officers' memo book notes articulating their actions were reviewed and assisted in determining that the officers' actions were lawful, and reasonably necessary to bring this event under control effectively and safely and were consistent with Procedures 15-01 and 15-09 as well as the officers' training.

Staff Superintendent Shannon Dawson (5061), Professionalism and Accountability, will be in attendance to answer any questions that the Board may have regarding this report.

Respectfully submitted,

Myron Demkiw, M.O.M.
Chief of Police



PUBLIC REPORT

December 10, 2024

To: Chair and Members
Toronto Police Service Board

From: Myron Demkiw
Chief of Police

Subject: Chief's Administrative Investigation into the Custody Injury of Complainant 2024.28

Purpose: Information Purposes Only Seeking Decision

Recommendation:

This report recommends that the Toronto Police Service Board (Board) receive this report for information.

Financial Implications:

There are no financial implications arising from the recommendation contained in this report.

Summary:

The Professional Standards – S.I.U. Liaison (P.R.S. – S.I.U. Liaison) investigation determined the conduct of the involved officers was in compliance with applicable provincial legislation regarding the Standards of Conduct and the applicable Toronto Police Service (T.P.S.) procedures.

Discussion:

Background

Whenever the Special Investigations Unit (S.I.U.) investigates an incident involving death, serious injury, the discharge of a firearm at a person or the allegation of a sexual

Toronto Police Service Board

40 College Street, Toronto, Ontario M5G 2J3 | Phone: 416-808-8080 Fax: 416-808-8082 | www.tpsb.ca

assault, provincial legislation requires the chief of police, of the relevant police service, to conduct an administrative investigation. This is the Chief's report in respect of this incident.

Relevant Board Policies and Compliance

- Toronto Police Service (T.P.S.) procedures
- Special Investigations Unit Act (S.I.U.A.) 2019

S.I.U. Terminology

Complainant – Refers to the Affected Person

SO – Subject Official

WO – Witness Official(s)

S.I.U. Investigative Conclusion

In a letter to the Chief of Police dated August 23, 2024, Director Joseph Martino of the S.I.U. advised, *“The file has been closed and no further action is contemplated. In my view, there were no reasonable grounds in the evidence to proceed with criminal charges against the subject official.”*

The following *S.I.U. Incident Narrative and Analysis and Director's Decision* has been reprinted from the S.I.U. Director's report, number 24-TCI-193, which can be found via the following link:

[Special Investigations Unit -- Director's Report Details, Case Number: 24-TCI-193](#)

S.I.U. Incident Narrative

“The material events in question are clear on the evidence collected by the SIU and may briefly be summarized. As was his legal right, the SO did not agree an interview with the SIU or the release of his notes.

In the evening of May 4, 2024, the SO was alerted to a call for service involving an intoxicated male operating a vehicle. The officer attended the location of the call and learned from a witness that the male was extremely drunk and had left the address on foot.

The male was the Complainant. He had left the scene and walked to the parking lot in front of the Friendship Restaurant at 2912 Sheppard Avenue East. There, he became involved in a physical altercation with a woman.

The SO arrived at the parking lot at the tail end of the altercation. The Complainant had taken a swing in the direction of the woman, and she had reacted by pushing him

backward. The Complainant stumbled to the ground. The officer exited his cruiser a short distance away and moved towards the Complainant as he lifted himself to his feet. The Complainant took a step in the direction of the woman, and the SO wrapped his arms around him and took him to the ground. The WO arrived on scene at this time and assisted the SO in handcuffing the Complainant behind the back.

The Complainant was taken to the station and then to hospital for treatment of a laceration above his right eye. The Complainant was returned to the station and then taken to hospital again when he complained of pain. On this occasion, he was diagnosed with a possibly fractured left wrist.”

Analysis and Director’s Decision

“On May 5, 2024, the Complainant was diagnosed with a serious injury while in the custody of the TPS. The SIU was notified of the incident and initiated an investigation naming the SO the subject official. The investigation is now concluded. On my assessment of the evidence, there are no reasonable grounds to believe that the SO committed a criminal offence in connection with the Complainant’s arrest and injury.

Pursuant to section 25(1) of the Criminal Code, police officers are immune from criminal liability for force used in the course of their duties provided such force was reasonably necessary in the execution of an act that they were required or authorized to do by law.

The SO had spoken to witnesses about the Complainant’s driving while intoxicated and had subsequently come upon an altercation involving him and a woman. On this record, I am satisfied the officer had grounds to arrest the Complainant for impaired driving and breach of the peace pursuant to sections 320.14(1)(a) and 31(1) of the Criminal Code, respectively.

I am also satisfied that the SO used only justified force in aid of the Complainant’s arrest. The officer had observed the Complainant in a physical altercation with a woman and could reasonably expect to encounter some combativeness as he moved in to effect an arrest. There was also a need to immediately deter any further aggression by the Complainant. The Complainant had risen to his feet and was moving towards the woman when the officer intervened. A takedown seems a reasonable tactic in the circumstances as it would prevent a renewal of hostilities between the parties while placing the officer in a better position to manage any possible resistance by the Complainant.

It remains unclear when precisely the Complainant’s wrist was fractured. It seems as likely to have occurred when he stumbled backward as when he was forced to the ground by the SO. Be that as it may, there are no reasonable grounds to conclude that it is attributable to any unlawful conduct on the part of the officer. As such, there is no basis for proceeding with criminal charges in this case. The file is closed”.

Summary of the Toronto Police Service's Investigation

The P.R.S. – S.I.U. Liaison conducted an administrative investigation as is required by provincial legislation.

This investigation examined the circumstances of the custody injury in relation to the applicable legislation, policing services provided, procedures, and the conduct of the involved officers.

The P.R.S. – S.I.U. Liaison investigation reviewed the following T.P.S. procedures:

- Procedure 01-01 (Arrest);
- Procedure 01-02 (Search of Persons)
- Procedure 01-03 (Persons in Custody);
- Procedure 10-06 (Medical Emergencies);
- Procedure 13-16 (Special Investigations Unit);
- Procedure 13-17 (Notes and Reports);
- Procedure 15-01 (Incident Response (Use of Force/De-Escalation));
- Procedure 15-02 (Injury/Illness Reporting);
- Procedure 15-17 (In-Car Camera System), and
- Procedure 15-20 (Body-Worn Camera).

The P.R.S. – S.I.U. Liaison investigation also reviewed the following legislation:

- Special Investigations Unit Act, 2019

Conclusion:

The P.R.S. – S.I.U. Liaison investigation determined that the T.P.S. policies and procedures associated with this custody injury were lawful, in keeping with current legislation, and written in a manner which provided adequate and appropriate guidance to the members. None of the examined policies and procedures required modification.

The P.R.S. – S.I.U. Liaison investigation determined that the conduct of the involved officers was in compliance with applicable provincial legislation regarding the Standards of Conduct and the applicable T.P.S. Procedures.

The existence of the Body Worn Camera footage of this arrest and the In-Car Camera System assisted both the S.I.U.'s investigation and this administrative investigation.

Staff Superintendent Shannon Dawson, Professionalism and Accountability, will be in attendance to answer any questions that the Board may have regarding this report.

Respectfully submitted,

Myron Demkiw, M.O.M.
Chief of Police



PUBLIC REPORT

November 12, 2024

To: Chair and Members
Toronto Police Service Board

From: Myron Demkiw
Chief of Police

Subject: Chief's Administrative Investigation into the Custody Injury of Complainant 2024.30

Purpose: Information Purposes Only Seeking Decision

Recommendation:

This report recommends that the Toronto Police Service Board (Board) receive this report for information.

Financial Implications:

There are no financial implications arising from the recommendation contained in this report.

Summary:

The Professional Standards – S.I.U. Liaison (P.R.S. – S.I.U. Liaison) investigation determined the conduct of the designated officials was in compliance with applicable provincial legislation regarding the Standards of Conduct and applicable Toronto Police Service (T.P.S.) procedures.

Toronto Police Service Board

40 College Street, Toronto, Ontario M5G 2J3 | Phone: 416-808-8080 Fax: 416-808-8082 | www.tpsb.ca

Discussion:

Background

Whenever the Special Investigations Unit (S.I.U.) investigates an incident involving death, serious injury, the discharge of a firearm at a person or the allegation of a sexual assault, provincial legislation requires the chief of police, of the relevant police service, to conduct an administrative investigation. This is the Chief's report in respect of this incident.

Relevant Board Policies and Compliance

- Toronto Police Service (T.P.S.) procedures
- *Special Investigations Unit Act (S.I.U.A) 2019*

S.I.U. Terminology

Complainant – Refers to the Affected Person

WO- Witness Official(s)

B.W.C. – Body-Worn Camera

S.I.U. Investigative Conclusion

In a letter to the Chief of Police dated September 5, 2024, Director Joseph Martino of the S.I.U. advised "*The file has been closed and no further action is contemplated. In my view, there were no reasonable grounds in the evidence to proceed with criminal charges*".

The following *S.I.U. Incident Narrative and Analysis and Directors Decision* has been reprinted from the S.I.U. Director's report, number 24-TCI-198, which can be found via the following link:

[*Special Investigations Unit -- Director's Report Details, Case Number: 24-TCI-198*](#)

S.I.U. Incident Narrative

"The evidence collected by the SIU, including an interview with the Complainant and video footage that captured the incident in parts, gives rise to the following scenario.

In the evening of May 7, 2024, TPS officers were dispatched to a house in the area of Jane Street and St. Clair Avenue West. CW #2 had contacted police to report that the Complainant was contemplating self-harm.

Uniformed officers arrived at the address after 7:00 p.m. From outside the residence, they attempted to communicate with the Complainant, largely without success. ETF officers and EMS were summoned to the scene, the former arriving at about 8:15 p.m.

ETF officers called-out to the Complainant from outside the residence without response. They came to learn that the Complainant had a knife in his possession. Growing increasingly concerned for the Complainant's wellbeing, the ETF decided to breach the front door and enter. That was done shortly after 8:30 p.m. A drone was deployed inside the house to search for the Complainant.

At about 8:40 p.m., WO #3 made contact with the Complainant. The Complainant advised he had cut himself in the neck and was bleeding. Officers reached the Complainant in his bedroom minutes later and began to administer first-aid.

Paramedics arrived on scene at about 8:47 p.m. and took charge of the Complainant's care.

Analysis and Director's Decision

"The Complainant suffered a self-inflicted knife wound to the neck in his home on May 7, 2024. As TPS officers were in the vicinity of the residence attempting to communicate with the Complainant at the time, the SIU was notified of the incident and initiated an investigation. The investigation is now concluded. On my assessment of the evidence, there are no reasonable grounds to believe that any TPS officer committed a criminal offence in connection with the Complainant's injury.

The offence that arises for consideration is criminal negligence causing bodily harm contrary to section 221 of the Criminal Code. The offence is reserved for serious cases of neglect that demonstrate a wanton or reckless disregard for the lives or safety of other persons. It is predicated, in part, on conduct that amounts to a marked and substantial departure from the level of care that a reasonable person would have exercised in the circumstances. In the instant case, the question is whether there was a want of care on the part of TPS officers, sufficiently egregious to attract criminal sanction, that caused or contributed to the Complainant's injury. In my view, there was not.

TPS officers, including WO #3 and the ETF team deployed, were lawfully placed and in the execution of their duties through their engagement with the Complainant. Having received word of the Complainant intending to do himself harm, the officers were duty bound to respond to the scene to do what they reasonably could to prevent the Complainant hurting himself.

As for the manner in which the police operation unfolded at the scene, I am satisfied that the officers comported themselves with due care and regard for the Complainant's health and wellbeing. The ETF quickly ascertained that a forced entry was necessary

after efforts to communicate with the Complainant from outside had proved futile. Once inside the house, the ETF moved quickly to locate the Complainant and render emergency care.

For the foregoing reasons, there is no basis for proceeding with criminal charges in this case. The file is closed”.

Summary of the Toronto Police Service’s Investigation

The P.R.S. - S.I.U. Liaison conducted an administrative investigation as is required by provincial legislation.

This investigation examined the circumstances of the custody injury in relation to the applicable legislation, policing services provided, procedures, and the conduct of the involved officers.

The P.R.S. - S.I.U. Liaison investigation reviewed the following T.P.S. procedures:

- Procedure 01-01 (Arrest);
- Procedure 01-02 (Search of Persons);
- Procedure 01-03 (Persons in Custody);
- Procedure 06-04 (Persons in Crisis);
- Procedure 10-05 (Incidents Requiring the Emergency Task Force);
- Procedure 10-06 (Medical Emergencies);
- Procedure 13-16 (Special Investigations Unit);
- Procedure 13-17 (Notes and Reports);
- Procedure 15-01 (Incident Response (Use of Force/De-Escalation));
- Procedure 15-02 (Injury/Illness Reporting); and
- Procedure 15-20 (Body-Worn Camera).

The P.R.S. - S.I.U. Liaison investigation also reviewed the following legislation:

- *Special Investigations Unit Act, 2019;*

Conclusion:

The P.R.S. - S.I.U. Liaison investigation determined that the T.P.S. policies and procedures associated with this custody injury were lawful, in keeping with current legislation, and written in a manner which provided adequate and appropriate guidance to the members. None of the examined policies and procedures required modification.

The P.R.S. - S.I.U. Liaison investigation determined that the conduct of all the designated official was in compliance with T.P.S. procedures and the officers’ training.

The existence of the Body Worn Camera footage of the interaction was an essential piece of evidence that assisted both the S.I.U.'s investigation and this administrative investigation.

Staff Superintendent Shannon Dawson, Professionalism and Accountability, will be in attendance to answer any questions that the Board may have regarding this report.

Respectfully submitted,

Myron Demkiw, M.O.M.

Chief of Police



PUBLIC REPORT

November 7, 2024

To: Chair and Members
Toronto Police Service Board

From: Myron Demkiw
Chief of Police

Subject: Chief's Administrative Investigation into the Custody Injury of Complainant 2024.39

Purpose: Information Purposes Only Seeking Decision

Recommendation:

This report recommends that the Toronto Police Service Board (Board) receive this report for information.

Financial Implications:

There are no financial implications arising from the recommendation contained in this report.

Summary:

The Professional Standards – S.I.U. Liaison (P.R.S. – S.I.U. Liaison) investigation determined the conduct of the designated officials was in compliance with applicable provincial legislation regarding the Standards of Conduct and applicable Toronto Police Service (T.P.S.) procedures.

Discussion:

Background

Toronto Police Service Board

40 College Street, Toronto, Ontario M5G 2J3 | Phone: 416-808-8080 Fax: 416-808-8082 | www.tpsb.ca

Whenever the Special Investigations Unit (S.I.U.) investigates an incident involving death, serious injury, the discharge of a firearm at a person or the allegation of a sexual assault, provincial legislation requires the chief of police, of the relevant police service, to conduct an administrative investigation. This is the Chief's report in respect of this incident.

Relevant Board Policies and Compliance

- Toronto Police Service (T.P.S.) procedures
- Special Investigations Unit Act (S.I.U.A), 2019

S.I.U. Terminology

Complainant – Refers to the Affected Person

SO – Subject Official(s)

WO- Witness Official

S.I.U. Investigative Conclusion

In a letter to the Chief of Police dated October 10, 2024, Director Joseph Martino of the S.I.U. advised, *"The file has been closed and no further action is contemplated. In my view, there were no reasonable grounds in the evidence to proceed with criminal charges against the subject official"*.

The following *S.I.U. Incident Narrative and Analysis and Directors Decision* has been reprinted from the S.I.U. Director's report, number 24-TCI-247, which can be found via the following link:

[Special Investigations Unit -- Director's Report Details, Case Number: 24-TCI-247](#)

S.I.U. Incident Narrative

"The evidence collected by the SIU, including interviews with the Complainant and police officers who took part in his arrest, and video footage that largely captured the incident, gives rise to the following scenario. As was his legal right, the SO did not agree an interview with the SIU or the release of his notes.

In the morning of June 11, 2024, the SO and his partner, WO #3, attended at a residence in the area of Finch Avenue West and Keele Street, Toronto. They were there to apprehend the Complainant further to a warrant that had been issued under the Mental Health Act. The Complainant was also at the premises in violation of a term of his release in relation to criminal charges earlier in the year.

The Complainant was in an upstairs room of the address. He answered the door and stepped out of the room at the request of the officers. Once outside the room, the SO took hold of the Complainant and told him he was under arrest. The Complainant objected to his apprehension. He questioned the officers' authority and refused to surrender his arms.

There ensued a struggle in the course of which the Complainant was struck multiple times in the head by the SO. With the arrival of additional officers, including WO #2, who punched the Complainant's torso three times, the Complainant's arms were controlled behind his back and handcuffed.

The Complainant was transported to hospital following his arrest and diagnosed with a broken nose”.

Analysis and Director's Decision

“The Complainant was seriously injured in the course of his arrest by TPS officers on June 11, 2024. The SIU was notified of the incident and initiated an investigation naming the SO the subject official. The investigation is now concluded. On my assessment of the evidence, there are no reasonable grounds to believe that the SO committed a criminal offence in connection with the Complainant's arrest and injury.

Pursuant to section 25(1) of the Criminal Code, police officers are immune from criminal liability for force used in the course of their duties provided such force was reasonably necessary in the execution of an act that they were required or authorized to do by law.

The officers who participated in the Complainant's arrest, including the SO, were within their rights in doing so. A warrant was in effect authorizing his apprehension. Moreover, he was found violating a term of his release in connection with charges he faced from earlier in the year.

With respect to the force used by the SO in aid of the Complainant's arrest, the evidence does not reasonably suggest it was anything other than lawful. From the beginning of their physical engagement, the Complainant questioned the officers' authority, tensed his body, and refused to surrender his arms. The Complainant's resistance persisted and escalated as the struggle continued on the floor where he grabbed at the SO. The SO repeatedly directed the Complainant to stop resisting and explained the reasons for his arrest. As the struggle continued, the SO punched the Complainant in the head about a half-dozen times. Some of these strikes appeared as reactions to the Complainant grabbing the officer. The others seemed designed to subdue the Complainant's fight. It is noteworthy that the SO and WO #3 were unable to handcuff the Complainant on their own. It was only after the arrival of additional officers, and several more punches by WO #2, that the Complainant was taken into custody. On this record, it would appear the force used by the SO was proportionate to the Complainant's resistance.

For the foregoing reasons, there is no basis for proceeding with criminal charges in this case”.

Summary of the Toronto Police Service’s Investigation

The P.R.S. – S.I.U. Liaison conducted an administrative investigation as is required by provincial legislation.

This investigation examined the circumstances of the custody injury in relation to the applicable legislation, policing services provided, procedures, and the conduct of the involved officers.

The P.R.S. – S.I.U. Liaison investigation reviewed the following T.P.S. procedures:

- Procedure 01-01 (Arrest);
- Procedure 01-02 (Search of Persons);
- Procedure 01-03 (Persons in Custody);
- Procedure 06-04 (Persons in Crisis);
- Procedure 10-06 (Medical Emergencies);
- Procedure 13-16 (Special Investigations Unit);
- Procedure 13-17 (Notes and Reports);
- Procedure 15-01 (Incident Response (Use of Force/De-Escalation));
- Procedure 15-02 (Injury/Illness Reporting);
- Procedure 15-17 (In-Car Camera System) and;
- Procedure 15-20 (Body-Worn Camera).

The P.R.S. – S.I.U. Liaison investigation also reviewed the following legislation:

- *Special Investigations Unit Act, 2019;*
- *Mental Health Act, 1990.*

Conclusion:

The P.R.S. – S.I.U. Liaison investigation determined that the T.P.S.’s policies and procedures associated with this custody injury were lawful, in keeping with current legislation, and written in a manner which provided adequate and appropriate guidance to the members. None of the examined policies and procedures required modification.

The P.R.S. - S.I.U. Liaison investigation determined the conduct of involved officers and specifically the SO was in compliance with the applicable provincial legislation regarding the Standards of Conduct, the applicable T.P.S. procedures and the officer’s training. The following additional comments are provided.

The designated officers response to this call and the resulting force used was lawful, justified and reasonably necessary given the resistance offered by the Complainant and was required to bring the Complainant’s arrest to a conclusion effectively and safely.

The existence of the Body Worn Camera footage of this arrest was an important piece of evidence that assisted both the S.I.U.'s investigation and this administrative investigation.

Staff Superintendent Shannon Dawson, Professionalism and Accountability, will be in attendance to answer any questions that the Board may have regarding this report.

Respectfully submitted,

Myron Demkiw, M.O.M.
Chief of Police

**Toronto Police Service Board
Public Meeting
January 14, 2025**

**** Speakers' List ****

3. Project Magnify Presentation

Deputations: Kris Langenfeld (virtual)
Nicole Corrado (written submission only)

4. Proposed New Board Policy: Critical Points

Deputations: Matthew Taub (in person)
Alexandra Smith (virtual)
Shakir Rahim (virtual)
Canadian Civil Liberties Association

Nicole Corrado (written submission only)
Michelle Stock (written submission only)
Centre for Israel & Jewish Affairs

Rafi Yablonsky (written submission only)
The Canadian Shaare Zedek Hospital Foundation

5. Revisions to the Board's Procedural By-law

Deputations: Derek Moran (in person) (written submission included)
Kris Langenfeld (virtual)

6. Extension of Memorandum of Understanding with Midaynta Community Services

Deputations: Kris Langenfeld (virtual)
Nicole Corrado (written submission only)

9. Toronto Police Service Response to City Council Motion MM16.19 – Authority to Donate Surplus Vehicles

Deputation: Kris Langenfeld (virtual)

10. Agreement with Toronto Community Housing Corporation regarding Special Constables

Deputations: Miguel Avila Velarde (in person)
(written submission included)

Derek Moran (in person)
Kris Langenfeld (virtual)
Nicole Corrado (written submission only)

11. Chief's Administrative Investigation Reports

Deputations: John Sewell (written submission only)
Nicole Corrado (written submission only)

Project Magnify

Due Noon EST.

<https://tpsb.ca/>

I am quite concerned about the health implications regarding the Guardian Angel Lights and the High Visibility Roof Lights. I think it is sad that these bright flashing lights will be placed on police horses. Horses are already in sensory overload in a busy downtown street and their feet are constantly sore. They don't need bright flashing lights in their faces. Please retire all the horses to a sanctuary.

I am also concerned about my own health. I had a recent health emergency where a mixture of crowds and bright flashing police lights caused a neurological issue that resulted in hospitalization. I am autistic and a neurologist specializing in autism diagnosed the problem as sensory overload resulting in a neurological crisis. These lights flash at a flicker fusion rate that is very dangerous to anyone who has a neurological condition. The two undetermined cause of custody deaths of people in crisis last year fit the description of an epileptic crisis or seizure. It is entirely possible that this pilot program may have contributed to their deaths. Those two cases, which I deputized about in December, should therefore be reopened and investigated by the SIU, the Ontario ombudsman, and Health Canada.

Nicole Corrado

As a civilian member of the Missing and Missed Implementation Team, and an autistic self advocate, I applaud the efforts to include non police third party personnel with lived experience on the Police Board. There needs to be more civilian and citizen involvement and oversight with the police. Being a civilian who is autistic, I can provide a unique perspective on the missing persons crisis and provide innovative solutions that benefit everyone.

Nicole Corrado



January 10, 2025

The Toronto Police Service Board
ATTN: Incoming Chair
40 College Street
Toronto ON M5G 2J3

Dear Members of the Toronto Police Service Board,

On behalf of the Centre for Israel and Jewish Affairs (CIJA) and the broader Jewish community in Toronto, we are writing to provide our support to **Agenda Item #4: Proposed New Board Policy: Critical Points**.

This policy implements a recurring independent recommendation to the Board since 2012, giving it the opportunity to be informed of “critical point” events, which, in turn, will help shape the resulting Police Response through the setting of priorities and objectives.

We support its adoption because it provides the opportunities for:

- Better oversight and accountability
- Police action informed by community priorities
- Improved calibration of the balance between rights and community safety

According to the [Toronto Police Service 2023 Annual Report](#), under Project Resolute, a city-wide community engagement campaign, TPS managed or oversaw more than 700 protests, demonstrations, and events. Police Chiefs themselves have noted that the protests are “increasingly escalating from peaceful demonstrations to more high-risk situations, posing an increased threat to officer and public safety” creating an “unsustainable demand on police services and operations.”¹

The experience of our community in 2024 shows that those trends have continued.

In his remarks to the TPSB in July 2024, Police Chief Myron Demkiw noted that antisemitism continues to account for more reported hate crimes than any other category. By taking a more active role in setting policy for police response to critical point events, the Board will help shape a more robust police response and, we hope, prioritize action where minority communities are specifically targeted for intimidation and disruption. This policy also provides an opportunity to increase attention to the alarming rise in hate speech witnessed at several large-scale protests.

¹ The Canadian Association of Chiefs of Police’s (CACP) 119th Annual Summit in Halifax

GUIDANCE ON IMPLEMENTATION

Following approval of the policy, we recommend that Board members adopt the following recommendations in providing direction to the Chief on critical point events:

Enhanced Monitoring and Response

The TPS should establish, without exception, *zero tolerance at public demonstrations of ANY form of hate speech or violence*. This will require training officers to recognize antisemitic / hate symbols and rhetoric, implement more rigorous monitoring of public demonstrations for antisemitic or hate-motivated activities, and ensure a swift, effective response to any such incidents.

This approach should be informed by a defined advance intelligence process that anticipates the skills and resources that a public order event will require. The Service should also adopt a multi-level management approach, a model recommended in the Ipperwash Inquiry², supporting the frontline incident commander with additional strategic resources and enhancing the Service's ability to respond as those situations unfold.

Improved Protest Management

We recommend establishing a minimum standard wherein demonstrations are not permitted to prevent people from going about their everyday business or obstruct the flow of traffic on roadways. Officers should proactively prevent this interference in daily activities of Toronto citizens by addressing any tactics used to intimidate individuals or groups and ensuring that existing laws (including trespassing, mischief, unlawful assembly, noise, and other bylaws) are duly enforced. Demonstrations that enter Jewish neighbourhoods represent a form of unlawful assembly. In those instances, therefore, criminal laws relating to unlawful assembly should be applied.

Safe Access Zones

The TPS should establish safe access zones around places of worship as well as community organizations to prevent protests from targeting specific communities. Protestors can still assemble at appropriate locations, such as Queen's Park and City Hall. Since the October 7, 2023, terrorist attacks in Israel, protesters have repeatedly targeted the Canadian Jewish community as a proxy for their concerns regarding actions taken by a foreign government. This unacceptable tactic would not be tolerated if it involved any other identifiable community.

² <https://wayback.archive-it.org/16312/20211208091140/https://www.attorneygeneral.jus.gov.on.ca/inquiries/ipperwash/report/index.html>

Community Liaison Officers

In addition to existing links with the Hate Crimes Unit, the Police Service's policies should ensure that Division Commanders are connected to Jewish and other community organizations. These officers can serve as points of contact, ensuring that community concerns are addressed promptly and that, during public demonstrations, a direct line of communication is maintained.

This responsibility should be integrated with our recommendation for a multi-level management approach to public demonstrations and will support Police strategy and operational management before situations spiral out of control.

Enhanced Cooperation of Digital Communications

Establishing closer coordination of digital communications between the Police and community organizations is necessary to help disseminate timely, accurate updates pertaining to emerging incidents and issues of concern. This direct communication is important both to help manage community expectations and prevent the spread of false information.

Thank you for considering our perspectives and recommendations. We look forward to continued dialogue and collaboration with the Toronto Police Service Board to discuss our concerns and recommendations in more detail.

Sincerely,



Michelle Stock
Vice-President - Ontario

Dear Members of the Toronto Police Services Board,

My name is Rafi Yablonsky, and I am submitting this letter as a concerned member of Toronto's Jewish community regarding Agenda Item 4, the Proposed New Policy on Critical Points.

I commend the Board for its efforts to introduce a policy that enhances transparency and accountability in managing large-scale policing events that extend beyond ordinary operations. This policy is a critical step in ensuring that public safety measures align with the diverse needs of our city's communities, particularly those who are most vulnerable during such events.

As someone who has witnessed the harmful impact of hate speech and discriminatory demonstrations, I fully support this policy for the following reasons:

1. Transparency and Accountability

The requirement for the Chief of Police to notify the Board of "critical points" ensures a more transparent process in responding to significant events. It provides an important check against unilateral decision-making by allowing the Board to assess and shape priorities in real-time.

2. Community-Informed Decision-Making

By granting the Board the authority to identify potential critical points and provide direction, this policy ensures that the concerns of affected communities can be incorporated into operational priorities. For my community—and others—this means better protection against the harmful effects of hate-motivated demonstrations or speech.

3. Balancing Rights with Public Safety

This policy recognizes the need to balance the fundamental right to protest with the rights of communities that may be targeted by harmful rhetoric or actions during such events. By setting clear objectives and priorities, the Board can guide the police in maintaining this balance while ensuring the protection of vulnerable groups.

Recommendations for Strengthening the Policy

While I strongly support this policy, I would like to offer the following recommendations to ensure it has the greatest possible positive impact:

1. Defining Critical Points More Explicitly

Providing specific examples of what constitutes a critical point—such as protests involving hate symbols, hate speech, or direct threats to specific communities—would help clarify when this policy should be triggered.

2. **Post-Event Accountability**

Including a requirement for post-event reporting to the Board would allow for evaluation of how objectives were met and provide lessons for future improvements.

3. **Community Consultation in Priority Setting**

Direct engagement with representatives of affected communities during the development of objectives for critical points would ensure police responses are informed, effective, and sensitive to the needs of those most impacted.

Conclusion

This proposed policy represents a meaningful opportunity to enhance public trust in policing by ensuring that responses to major events are fair, transparent, and community-focused. By adopting this policy, with the recommendations above, the Board will take a significant step toward ensuring that public safety measures are effective and equitable for all Torontonians.

Thank you for considering my submission. I urge the Board to approve this policy and to take these additional steps to further strengthen it.

Sincerely,



Rafi Yablonsky
33 Lyongate Drive, Toronto, ON M3H 1C7
647-449-6342
rafiyablonsky@rogers.com

“1.5 The Toronto Police Service Board wants to ensure that the application and interpretation of the procedural rules contained in this by-law are consistent with the principles set out above.”

So in this report it says - “The proposed Procedural By-law includes a replacement for section 20 (titled “Rules of Debate at the Board”) and a revision for subsection 21.1 (under “Voting”).”

[Saskatchewan \(Human Rights Commission\) v. Whatcott](#), [2013] 1 SCR 467, 2013 SCC 11

Supreme Court of Canada — Canada (Federal)

2013-02-27 | 103 pages | cited by 143 documents

hate speech — hatred — freedom of expression — flyers — otherwise affronts the dignity

[...] Rothstein J. (McLachlin C.J. and LeBel, Fish, Abella and Cromwell JJ. concurring) [...] Under this theory, unfettered debate is the most effective way for rational beings to attain the truth, thus accomplishing one of the three purposes of freedom of expression. [...] [139] Critics find the absence of a defence of truth of particular concern, given that seeking truth is one of the strongest justifications for freedom of expression. [...]



tingflip.com 18, 2024 (Evening Session)

21. VOTING

21.1 The Chair will ensure that all Members who wish to speak on a matter have spoken and that the Members are ready to vote and will then put the matter to a vote.

5. ELECTION OF CHAIR AND VICE-CHAIR

5.1 In accordance with subsections 36(1) and (2) of the Act, the Members of the Board will, at the first public meeting of the Board in each calendar year, elect from amongst its Members present, a Chair and Vice-Chair for the year, in the following manner:

- (a) The election of Chair and Vice-Chair will be conducted by the Board Administrator;
- (b) The Board Administrator will call for nominations;
- (c) Nominations will require a mover and seconder;
- (d) Every nominee will be asked by the Board Administrator if they accept their nomination;
- (e) Prior to the vote being taken, when there is more than one nominee, each nominee will be given an opportunity to speak to the nomination for up to five (5) minutes. Candidates will be called upon in alphabetical order of their surname;
- (f) After the nominees have completed their speeches, or, when there is only one nominee, once there are no more nominations, a vote will be taken;
- (g) If there are more than two nominees who choose to accept their nomination and upon the first vote no nominee receives the majority required for election, the name of the nominee receiving the least number of votes will be dropped and the Board will proceed to vote again and continue to do so until either,
 - (i) A nominee receives the majority required for election; or
 - (ii) It becomes apparent by reason of an equality of votes that no nominee can be elected.
- (h) Where the votes cast in a vote under this section are equal for all the candidates:
 - (i) if there are three or more candidates nominated or remaining, the Board Administrator will by lot select one such candidate to be excluded from subsequent voting; or

“21.2 Every Member present at a meeting of the Board when a question is put will vote on the question, unless legally prohibited, in which case the fact of the prohibition will be recorded in the Minutes of the meeting.”

DEPUTATION by Miguel Avila - Velarde

Date: Jan 13 2024

ITEM 10:

Subject: Agreement with Toronto Community Housing Corporation Regarding Special Constables

A Video will be played with the purpose of educating the TPS Board Members. If I am not able to fully provided in the remaining minutes of my deputation this WRITTEN DOCUMENT will be provide additional insight , I am asking the Board to distribute this Letter to each member before the meeting of tomorrow Jan 14 2024

I will be focusing on the agreement that you are approving today by incorporating after this list TWO (2) important recommendations:

The Agreement sets out, among other things, the following:

- the appointment process;
- the powers of special constables employed by the TCHC;
- the obligations of the TCHC to supervise and hold special constables accountable;

My Recommendation for 2025: Body-worn Camera and Special Constable In-Car Camera System for the Community Safety Unit , up to today most Law Enforcement Offices are provided with BWC as part of their Uniform (Toronto Police , TTC Special Constables)

- the process to be followed with respect to complaints about a special constable employed by the TCHC, including a complaints procedure;
- the identification, uniforms and equipment of the special constables employed by the TCHC;

My Recommendation for 2025:

To seek Partnership Opportunity with the 311 Service to expand the use of Technology used by Municipal License when dealing with COMPLEX Residential Noises Investigations

- the processes to be followed regarding exchange of information;
- training requirements for special constables employed by the TCHC;

- the reporting requirements of the TCHC and special constables employed by the TCHC.

This reasons for my recommendations:

1.- The use of body-worn cameras not only increases the capacity to capture a greater number of interactions compared to CCTV cameras, but also records audio, providing a more comprehensive documentation of events. Body-worn cameras provide an unbiased, independent account of Community Safety Unit (CSU) / TCHC Residents and community interactions

2.- Complex Residential Noise Investigations at the moment the Community Safety Unit (CSU) is not providing a positive outcome, to resolve ongoing noise complaints such I filed with the Landlord since September 27 2024. My Last Report I submitted today Jan 13 2025 at 3:35 am when I was awoken by Banging Noises coming from the Units above and bellow me.

The Benefits of seeking Partnership Opportunity with the 311 Service is to expand the use of New Technology used by Municipal License Enforcement Officers this TECHNOLOGY is available to the MLSE and not for the Community Safety Unit (CSU) when it comes to dealing with difficult cases of Residential Noises Investigation (See Email from the City MLSE bellow)

Background :

Since last September 2024 new neighbours **above me** and bellow me are up **all night intermittently making loud noises that** prevent me from sleeping. They live their lives during the NIGHT .. I am a DAY person and I need my SLEEP at Night

I've reported this to TCHC CSU multiple times, (100 Reports made so far(, but when they finally arrive hours later the sounds aren't happening, and they tell me they can't stick around to listen to the Intermittent Noises

I've repeatedly asked TCHC **to** work together with 311 and the Municipal ByLaw Enforcement Officers **since** last December at the TCHC BOARD , **but I** never heard back about these audio monitoring devices that 311 Toronto says they have, but TCHC just keeps telling me they will get around to that eventually; meanwhile I haven't been allowed to sleep through the night for **(4) Four months**

I'm asking the Toronto Police Board , TCHC, and The City of Toronto to introduce this equipment in their TOOL BOX, to deal with NOISES inside the TCHC units. 311

has this device and **tell me** staff is getting the proper training, **but I need sleep now. It is budget time.. hurry up !**

For the RECORD there are no MLSE Officers on duty from 2:00 am to 6:00 am

I am hoping the City and TCHC will be more proactive in dealing with RESIDENTIAL NOISE COMPLAINTS in 2025

And I hope this "Noise Nuisance Recorder" will fix the problem, and that you will get 311 and TCHC to start using them now, not months from now, so I can finally get some sleep.

Sincerely

Miguel Avila - Velarde

Email from Leo Burko

Municipal and Licenses Standards Division

Hello Miguel

Thank you for the information and it appears that it may be useful in situations such as you have when dealing with TCHC. For your clarification, the Noise Team has purchased a similar piece of technology hardware such as this as a pilot project to assist us in capturing sound levels for intermittent noise concerns, such as amplified sounds and stationary sources with other possibilities. We are in the early stages of putting the system together and will require a standard operating procedure to test out its effectiveness. I hope that we will begin to test it out within a month or two at various locations and situations. You also have to consider that there is a learning curve, not only in setting it up, but to define triggers as to when it switches on or off as well as the general complexity of reviewing the digital and acoustic data to determine compliance.

When it is ready for usage, we will review whether it can be a useful application in your situation. As there is only one unit, I am anticipating many demands for it. Please do not hesitate to contact me for any further details.

Thanks

Leo Butko
Manager (Acting), Noise Enforcement Team
Municipal Licensing & Standards, Bylaw Enforcement
399 The West Mall, 3rd Floor
City of Toronto
416-338-3158
Leo.butko@Toronto.ca

**SOME days out of desperation I have to sleep on the COLD hallway of my UNIT
and in the BASEMENT of the BUILDING to escape the NOISES**

My Life @ 220 Oak Street



**4:45 am can't sleep
neighbour from unit 904 is
banging the ceilings & floors
with a Hammer**

This EQUIPMENT is a good investment for the Community Safety Unit (CSU) it will help to resolve so many cases of Noise Complaints at Night in my Building

Products > Noise Meters > Neighbour

Noise Nuisance Recorder - Noisy Neighbours



Neighbour Noise Recorder



Features

- Accurately measures the sound levels
- Record the audio at the complainant's request (remote control button push)
- Powerful hand-held meter for other noise measurement applications
- Software included
- 15 Year Warranty

Applications

- Neighbour Noise
- Music noise
- Dogs barking
- Shouting and verbal abuse
- Banging
- **Tenant or Homeowner? See our HomeOwner service**

NNR-P-A2 CAD **\$9389.00**
Noise Nuisance Recorder - Class 2
with Calibrator

In stock [Add to Cart](#)

NNR-P-A1 CAD **\$10992.00**
Noise Nuisance Recorder - Class 1
with Calibrator

In stock [Add to Cart](#)

[Price List](#)

[Rental Options](#)

[Overview](#) [Applications](#) [Using It](#) [Software](#) [Options](#) [Specifications](#)

Overview

Why a Noise Nuisance Recorder?



I can imagine how terrifying it might be for police to be constantly in your home, especially for many of the war refugees living in Toronto Community Housing Corporation. These constables (who thankfully don't have guns) do not have the same training as regular police. And these constables, although interacting with neurodivergent people and dogs on a daily basis, have no training in animal behaviour and no training from neurodivergent people from a neuroaffirming perspective. This puts residents of TCHC at risk of police violence.

I would suggest removing the special constable program from TCHC and replacing them with a program where residents look after each other.

Nicole Corrado

Toronto Police Accountability Coalition
www.tpac.ca info@tpac.ca

To: Toronto Police Service Board

January 8, 2025

Subject: January 14 meeting
Items 11.2, 11.3, 11.4, 11.6
Non-cooperation with SIU

One fundamental principle of policing is that the police should be transparent in their actions and accountable for what they do.

Society cannot have officers who refuse to tell the public what actions they have taken, particularly when their actions have resulted in a member of the public being injured or killed by their actions.

Yet more and more Toronto police officers refuse to be accountable. Of the six complaints Chief Demkiw has reported to the Board for January 14, in four cases the subject officer refused to provide notes or be interviewed by the SIU.

As we have previously recommended to the Board, we believe a condition of employment of a police officer is that the officer must be compelled to provide notes and testimony rather than hiding behind a police uniform. When officers do not co-operate, they are refusing to provide the basic information of how they performed the policing duties for which they are paid by the public. They are making themselves unaccountable. They are operating with impunity.

Section 11(c) of the Charter states that everyone charged with an offence has the right “not to be compelled to be a witness in proceedings against that person in respect of the offence.”

Section 1 of the Charter “guarantees the rights and freedoms set out in it subject only to such reasonable limits prescribed by law as can be demonstrably justified in a free and democratic society.”

A law requiring officers to co-operate with the SIU, for the purpose of accountability, would foreseeably be upheld by the courts, which would have the power to consider the admissibility of any such statement, in the circumstances of a prosecution.

In the interim, until such a law is passed, the Board should remove officers who refuse to co-operate with oversight bodies from dealing with the public. They should be assigned to administrative duties only: this will ensure that the Board makes it clear it wishes to ensure that police officers are accountable for their actions with the public.

We recommend that the officer who refused to co-operate with the SIU be assigned to administrative duties.

Yours very truly,

John Sewell for
Toronto Police Accountability Coalition

In 2024.24, a man who was dysregulated got into a fight with another man in a bus. The man was not in the bus nor fighting anyone when police arrived. The man tried to run off (his body needed to move, and being in a bus is restricting, but being outside allows more movement), and wasn't harming any one at the time police arrived. But police, determined to arrest him, zapped him with a taser which caused him to fall and break his hand. The SIU state "It is not clear whether this use of force was completely necessary". No, a taser was not necessary. So what if this guy ran off! He wasn't harming anyone at that moment and running may have calmed him down. Police need to stop trying to arrest every single person for every little crime. Money and time would be better invested in the non police Toronto Community Crisis Service.

In 2024.30, a man who was suicidal injured himself. The time from arrival of police to his eventual treatment in hospital was about two hours. This police response lead to the Emergency Task Force breaking down the door and sending in a drone. (Drones can be loud, and breaking down a door is very loud). Having a SWAT team conduct what is basically a no knock raid on a person in crisis is really over doing things. While police were required to attend this case (the man had cut himself with a knife) the case could have been handled much more efficiently if the hybrid Mobile Crisis Intervention Team plus an ambulance had been the first responders. Thankfully the police did not use any force and rescued the man in a kind and compassionate way.

In 2024.39, a man in crisis refused apprehension for mental health and arrest for an alleged crime so the police hit him in the head multiple times and punched him three times. His nose was broken. The SIU said all this violence against a person in neurological crisis was "required". There is absolutely no reason that I can see why hitting a person over the head and punching them is an appropriate way to handle things. The man didn't seem to be armed and he didn't start the fight with police. The poor man was terrified and repeatedly asked the police to leave. Multiple police were tackling him. Police even mocked him stating "Do you want more?" as they slapped him in the face. As someone who has been restrained during meltdowns, I know it is terrifying and complete sensory hell. Why wasn't a social worker there to deescalate him? The police knew he has a mental health condition.

The SIU needs to stop constantly siding with the police. They don't seem to ever consider these cases from the complainant's perspective. The SIU needs to be disbanded and replaced by a panel of civilians who have lived experience with police encounters.

Ontario also needs to eliminate the Form 2 Apprehension that allows police to essentially kidnap someone by force and bring them to a hospital. It is a cruel relic of the 19th century.