

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

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

To date the Town has received the following payments:

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

Expenses to date are as follows:

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

DIFFERENCE OWING:	\$18,524.61
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Charlene Jackson – Treasurer/Director of Finance and Corporate Services.

Committee and Council Timing

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

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

New attachments:

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

Appendix D – Yemen Electrics Proposal and Site Locations

Background

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

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

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

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

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

As a result, the following resolution was passed:

*Resolution: 24-10-15
Moved By: Councillor Legris
Seconded By: Councillor McDonald*

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

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

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

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

Options

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

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

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

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

Impact of Options

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

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

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

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

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

Respectfully submitted for your consideration.

ONTARIO TRANSFER PAYMENT AGREEMENT

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

BETWEEN:

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

- and -

**Town of Renfrew
(the “Recipient”)**

BACKGROUND

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

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

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

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

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

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

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

The Recipient shall carry out the Project.

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

CONSIDERATION

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

1.0 1.0 ENTIRE AGREEMENT

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

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

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

2.0 **2.0 CONFLICT OR INCONSISTENCY**

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

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

3.0 **3.0 COUNTERPARTS**

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

4.0 **4.0 AMENDING THE AGREEMENT**

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

5.0 **5.0 ACKNOWLEDGEMENT**

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

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

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

SIGNATURE PAGE FOLLOWS

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

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

Date

Name: Kenneth Weatherill

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

Town of Renfrew

Date

Name

Title

I have authority to bind the Recipient

SCHEDULE “A”
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

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

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

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

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

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

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

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

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

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

“Funding Year” means:

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

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

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

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

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

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

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

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

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

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

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

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

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

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

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

- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
 - (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.
- A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.
- A3.0 TERM OF THE AGREEMENT**
- A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.
- A4.0 FUNDS AND CARRYING OUT THE PROJECT**
- A4.1 Funds Provided.** The Province will:
- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
 - (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
 - (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.
- A4.2 Limitation on Payment of Funds.** Despite section A4.1:
- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
 - (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
 - (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

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

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

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

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

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

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

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

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

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

A6.0 CONFLICT OF INTEREST

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

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

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

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

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

A7.0 REPORTS, ACCOUNTING, AND REVIEW

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

A7.2 Preparation and Submission. The Recipient will:

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

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

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

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

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

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

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

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

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

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

- (d) carrying out any other activities the Province requests.
- A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.
- A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).
- A8.0 COMMUNICATIONS REQUIREMENTS**
- A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual, including public announcements or communications:
- (a) acknowledge the support of the Province for the Project;
 - (b) ensure that any acknowledgement is in a form and manner as the Province directs;
 - (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province and
 - (d) obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.
- A8.2 **Notice of Project-Related Communications.** Unless the Province directs the Recipient to do otherwise, the Recipient will provide written notice to the Province a minimum of 14 Business Days' in advance of all Project-related publications, whether written, oral, or visual, including public announcements or communications.
- A9.0 INDEMNITY**
- A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

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

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

A10.2 Proof of Insurance. The Recipient will:

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

A11.0 TERMINATION ON NOTICE

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

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

- (a) cancel further instalments of Funds;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A13.0 FUNDS AT THE END OF A FUNDING YEAR

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

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

A14.0 FUNDS UPON EXPIRY

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

A15.0 DEBT DUE AND PAYMENT

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

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

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

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

- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,
- such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.
- A15.3 Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.
- A15.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B”.
- A15.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.
- A16.0 NOTICE**
- A16.1 Notice in Writing and Addressed.** Notice will be:
- (a) in writing;
 - (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
 - (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.
- A16.2 Notice Given.** Notice will be deemed to have been given:
- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
 - (b) in the case of fax, one Business Day after the Notice is delivered; and
 - (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.
- A16.3 Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

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

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

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

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

A18.0 SEVERABILITY OF PROVISIONS

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

A19.0 WAIVER

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

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

A20.0 INDEPENDENT PARTIES

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

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

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

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

A22.0 GOVERNING LAW

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

A23.0 FURTHER ASSURANCES

A23.1 Agreement into Effect. The Recipient will:

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

A24.0 JOINT AND SEVERAL LIABILITY

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

A25.0 RIGHTS AND REMEDIES CUMULATIVE

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

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

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

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

A27.0 SURVIVAL

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

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

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

Additional Provisions:

None

**SCHEDULE “C”
PROJECT**

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

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

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

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

SCHEDULE "D"
BUDGET

The following is approved for Funds.

Funding Year 2 (2024-25)

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

Funding Year 3 (2025-26)

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

**SCHEDULE “E”
PAYMENT PLAN**

E.1 MAXIMUM FUNDS

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

E.2 PAYMENT SCHEDULE

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

A. Second Funding Year (2024-25):

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

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

B. Third Funding Year (2025-26):

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

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

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

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

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

**SCHEDULE “F”
REPORTS**

F.1 REPORTS AND DEADLINES

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

Interim Reports

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

Final Reports

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

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

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

4 March 2025

Town of Renfrew

127 Raglan St. S

Renfrew, ON.

K7V3A9



Subject: Access to Video Footage for Criminal Investigations

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

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

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

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

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

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

Sincerely,

MaryAnn
MacNeil M (M)
Date: 2025.03.04 12:46:25
0500



MaryAnn MacNeil

A/Inspector – Interim Detachment Commander

Renfrew | Ontario Provincial Police

410 O'Brien Rd., Renfrew Ontario

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

Email: maryann.macneil@opp.ca



Auto Theft Grant – Question and Answer

Q: Who initiated the Grant/Program?

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

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

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

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

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

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

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

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



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

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

Q: What is the OPP Role in the Program?

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

Q: Costs Moving Ahead and Yearly Expenses?

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

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

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

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

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

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

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

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

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

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

Q: How much data do we need for storage?

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

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

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

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



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

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

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

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

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

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

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

YSAFE & SOUND

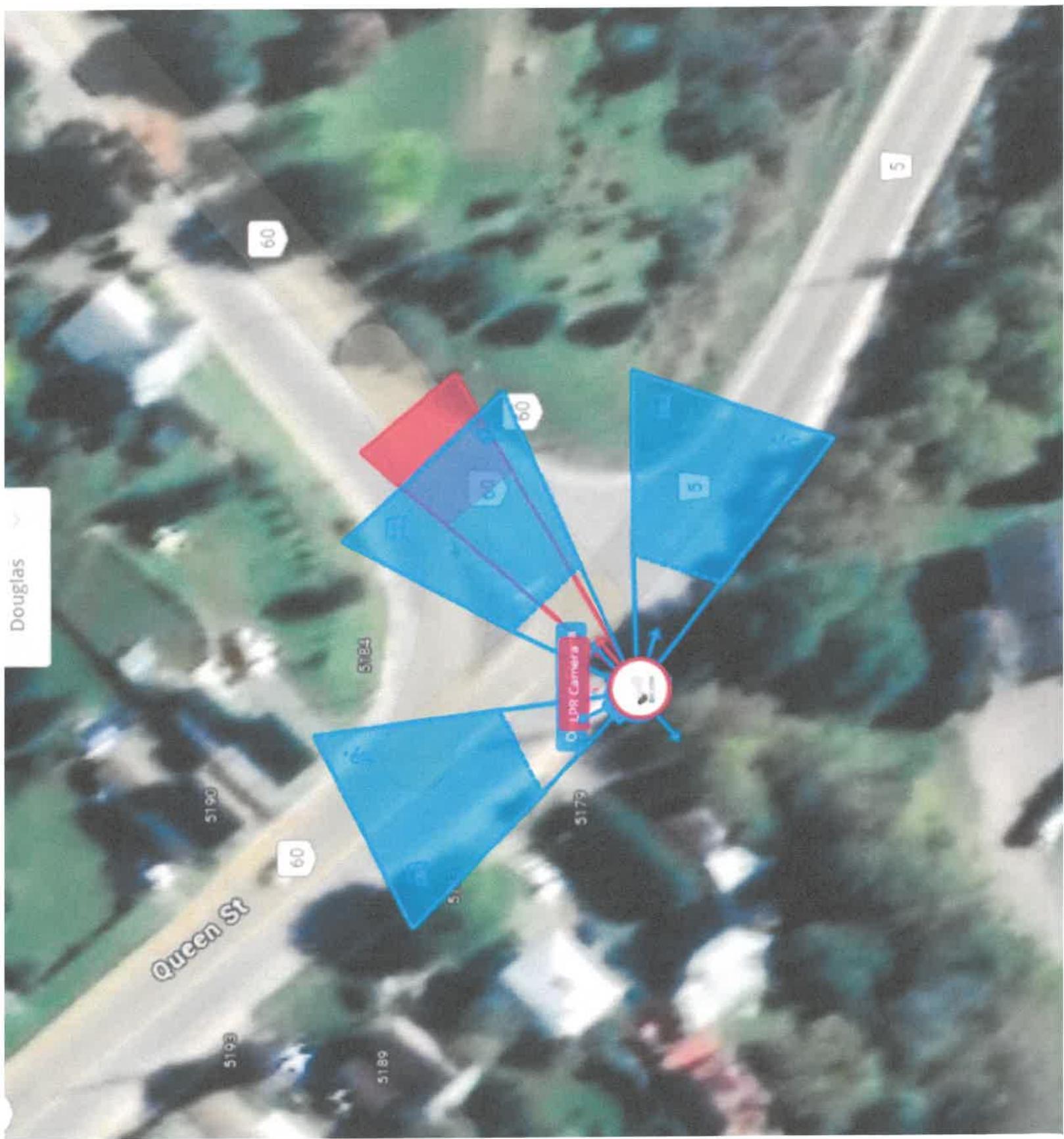
A division of Yemen Electric

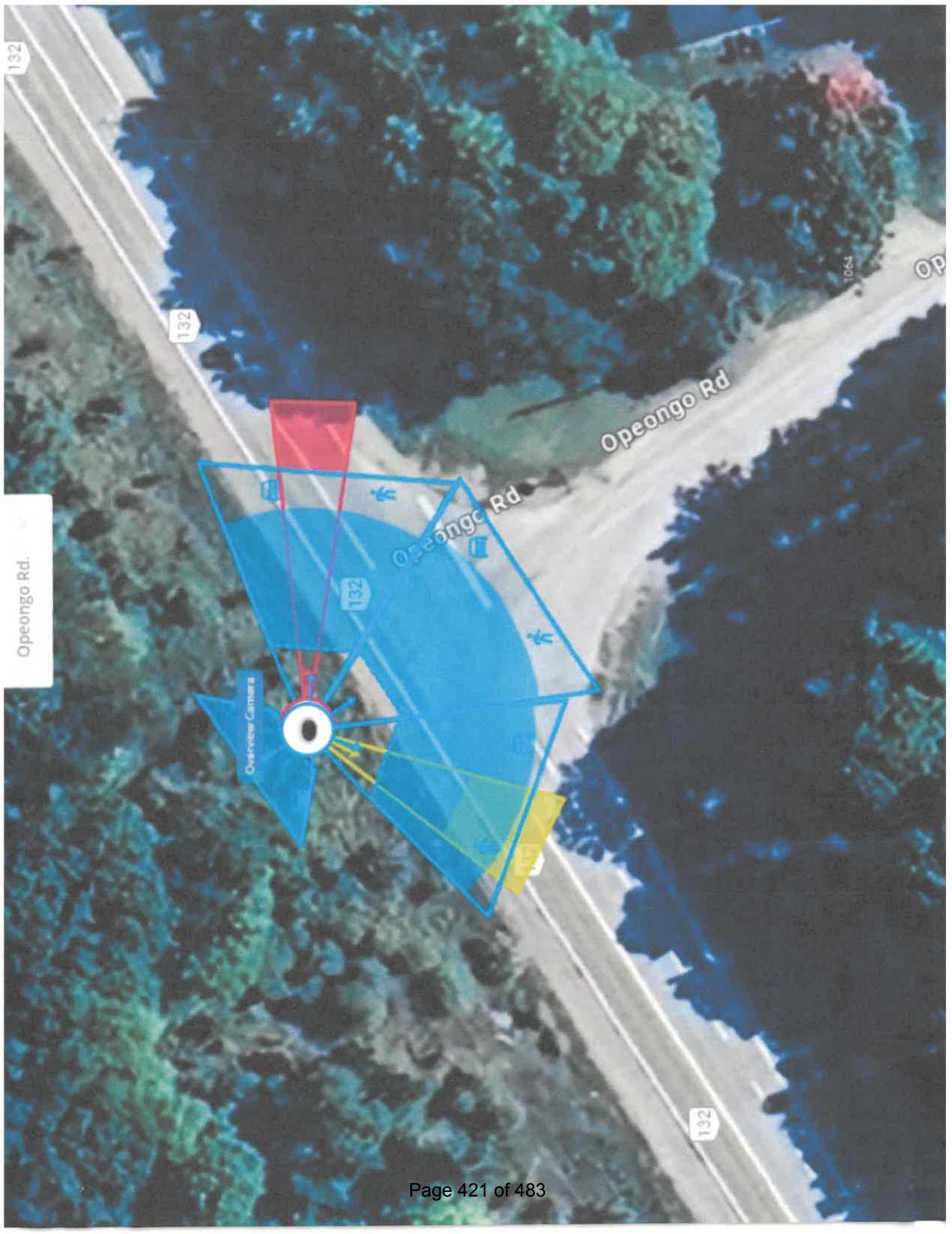
613.432.6593 | cory@yemenelectric.com | 489 O'Brien Road, Unit A, Renfrew, ON K7V 3Z3
ETRA/ESA License #7501701

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

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

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





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Whitton Road

Whitton Rd

Whitton Rd

Bridge

IPR Camera #2

