

THIS AGREEMENT made this day of

BETWEEN:

The County of Brant Police Services Board

hereinafter called the "**BOARD**"

of the FIRST PART

and

Brant Towing Group

hereinafter called the "**CONTRACTOR**"

of the SECOND PART

WHEREAS from time to time members of the Ontario Provincial Police, Brant County Detachment, require vehicles to be removed from public highways, and the Contractor has offered to perform certain services in connection with the removal, handling and storage of such motor vehicles so removed, and the conveyance thereof to a safe place of storage;

AND WHEREAS the Contractor has represented to the Board that they are ready, willing and able to provide prompt and efficient towing services at all times of the day and night for motor vehicles which may from time to time come into the custody or control of the members of the said Police Service and further to provide safe storage of such motor vehicles and their contents;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and covenants and agreements herein set out, the parties hereto agree as follows:

1. DEFINITIONS

- (a) "Board" means the County of Brant Police Services Board;
 - (b) "Contractor" means the Brant Towing Group, its employees, officers, directors and members;
 - (c) "Detachment Commander" means the Detachment Commander for the Ontario Provincial Police, Brant County Detachment, acting in the course of his/her duties;
 - (d) "Police Officer" means a member of the Ontario Provincial Police, Brant County Detachment, acting in the course of his/her duties.
2. During the currency of this Agreement, the Board shall engage the services of the Contractor for the towing, removal, handling and storage of all motor vehicles where the

owner/operator of the vehicle is unavailable to identify their preferred towing operator, or has failed to provide the police officer with a preferred towing operator.

3. The Contractor agrees to provide services in accordance with their submission to RFP-PSB-13-02, which is appended as Schedule A.
4. The Contractor agrees to provide a 24 hour dispatch service to receive all calls for towing and conveyance of motor vehicles, received from a police officer at all times during the day or night, and to immediately upon receipt, dispatch a tow truck, to respond within one (1) hour of receipt of the call, to remove safely such motor vehicles, parts and personal property contained therein, from the streets or public highways within the corporate limits of the County of Brant or from any other place within such corporate limits where such vehicles may have been seized or abandoned and to safely store same in the storage areas operated by the Contractor, (hereinafter referred to as the "Storage Compound"). The Contractor warrants that the proposed use of the land for the Storage Compound will be in conformity with the applicable zoning by-laws. The Contractor also covenants and agrees that it will promptly and efficiently affect a clean-up of an accident scene to which it has been summoned for the towing and conveyance of the motor vehicles involved.
5. The Contractor shall provide, at their own cost, an independent dispatch service that can be contacted by the Brant County O.P.P. or their designate to dispatch services. The Proponent shall provide details with respect to the dispatch service that will be provided and confirmation that the dispatch service shall:
 - (a) Provide 24 hours per day, 7 days per week, 365 days per year service including all holidays.
 - (b) Log time of call received from communications centre, time of dispatch, tow code, company dispatched and a dispatch number, which must be submitted to the County of Brant Police Services Board upon request.
6. The Contractor further agrees that at all times it will accept and store all motor vehicles detained, seized or impounded by a police officer, including all parts and personal property contained therein, whenever so instructed by a Police Officer, including all such motor vehicles which are required to be towed or conveyed as herein provided; and the said motor vehicles, parts and personal property to be stored at all times in an adequate Storage Compound, such Storage Compound to be supervised and maintained for such purposes at all hours of every day, and to take all reasonable and necessary precautions for their safekeeping until they shall have been released.
7. The Contractor covenants and agrees with the Board that the indoor and outdoor Storage Compound shall be equipped to the following minimum standards:
 - (a) The Outdoor Storage Compound shall:
 - i. be completely enclosed on all sides by chain link fencing and gates
 - ii. have adequate night time lighting in all areas, controlled by motion detection

- iii. be accessible during regular business hours, Monday-Friday 9:00 am to 5:00 pm, Saturday 9:00 am to 12:00 pm, for content and/or vehicle release and insurance company inspection with no opening fee
 - iv. be accessible to police at any time
- (b) Indoor Storage Compound shall:
- i. be lighted, heated, clean and secure
 - ii. have the capability to seal all points of access to the building so that no person, including employees of the tow operator, may access the facility until so advised by the investigating police officer in order to protect continuity of evidence for court purposes.
 - iii. be accessible during regular business hours, Monday-Friday 9:00 am to 5:00 pm, Saturday 9:00 am to 12:00 pm, for content and/or vehicle release, and insurance company inspection, with no opening fee, upon confirmation by the police that the vehicle and/or personal contents may be released
 - iv. be accessible to police at any time
 - v. is dedicated for use as a secure storage facility and is not used for the repair, painting or dismantling of motor vehicle bodies
8. The Contractor expressly agrees that forthwith after taking possession of any motor vehicle, its parts and personal property:
- (a) it will make and retain a permanent record with a full description of such motor vehicle, including licence plate numbers and other means of identification, as well as a description of all separate parts, (including heaters, radios, extra lights and similar equipment) all personal property contained therein and will turn personal property, such as wallets and medication, over to the Ontario Provincial Police for safe storage.
9. The Contractor shall not make nor shall permit any inspection, repair, operation or removal of any motor vehicle, part or personal property, except as authorized in writing by the Detachment Commander or other police officer. Further, the Contractor shall not give out any information, verbal or written, respecting the motor vehicles taken into its care and control, except to the registered owner or such other person authorized to receive such information by the Detachment Commander or other police officer.
10. The Contractor agrees to notify the Detachment Commander, in writing, of any vehicle towed under the terms of this contract that has been in storage for 30 days or longer.
11. The Contractor further agrees to post the rates schedule as set out in section 12, in a conspicuous location at their place of business.
12. The Contractor hereby releases the Board, police officers, and the Detachment Commander from all claims for any charges for services performed pursuant to this Agreement or for any loss or damage which the Contractor may incur in respect thereof, and shall instead, collect all such charges from the owners of such motor vehicles, their parts or personal property so taken, conveyed or stored as contemplated herein. In

addition, the Contractor expressly covenants and agrees with the Board that with respect to such services no charges shall be made against the owners of such motor vehicles, their parts or personal property except as set out below:

Basic Services	Non-Secure	Secure
Respond at police request	\$0.00	\$100.00
Basic hook up, secure and prepare vehicle for towing (including tow lights)	\$65.00	\$65.00
Charge Per Kilometre (to tow vehicle to storage compound)	\$3.50	\$3.50
Advanced Services		
Winching (maximum 30 meters or 10 minutes)	\$65.00	\$65.00
Additional winching per hour	\$95.00	\$95.00
Up right overturned vehicle (maximum 10 minutes)	\$65.00	\$65.00
Additional time to up right overturned vehicle (per hour)	\$95.00	\$95.00
Use of dollies (includes install and remove)	\$65.00	\$65.00
Use of flatbed (when requested or necessary)	\$65.00	\$65.00
Service call to repair vehicle and/or make operational (per hour)	\$95.00	\$95.00
Clean-up of collision debris (maximum 10 minutes)	\$25.00	\$25.00
Additional clean-up (per hour)	\$95.00	\$95.00

13. The “basic towing rates” apply to vehicles with a gross weight of 4,000 kilograms or less. Where there are special services required, i.e. overturned tractor trailers, winching vehicles from the river or other unusual circumstances, then a fee will be levied as agreed to by the bidder and the Detachment Commander or designate.
14. The Contractor covenants and agrees with the Board that all motor vehicles to be used by them for towing in the performance of this contract shall conform to all legislated requirements, be insured in accordance with Board requirements and be fully equipped to at least the following minimum standards, namely:
 - (a) Tow truck(s) with an attached wrecker, with a minimum gross vehicle weight rating of 4,000 kg, equipped as follows:
 - i. Factory equipped rear dual wheels
 - ii. Mechanical or hydraulically operated boom and wheel lift rated at not less than 4,000 lbs
 - iii. Winch with a minimum 3/8” x 100 ft cable, rated at not less than 8,000 lbs
 - iv. Dollies with a minimum load limit of 3,000 lbs
 - v. Trailer towing device
 - vi. Minimum of two steel safety chains, minimum 8 mm x 2.75 metres
 - vii. Towed vehicle tow lights

- viii. Rear mounted flood lights
 - ix. Revolving or sequential flashing amber or amber and clear beacon(s)
 - x. Minimum of one tailgate or deck mounted D-ring
 - xi. Minimum of two scotch blocks
 - xii. Minimum of one snatch block, rated at not less than 1 ½ tons
 - xiii. Minimum of two steel hook chains, minimum 8 mm x 2.75 metres
 - xiv. Steering wheel locking device
 - xv. Booster cables, minimum 20 ft in length
 - xvi. Lock out tools
 - xvii. Tire change equipment, including a jack and wheel nut wrenches
 - xviii. Broom and shovel
 - xix. First aid kit
 - xx. Fire extinguisher containing 1.25 kg of dry chemical
 - xxi. Heavy duty pry bar
 - xxii. Minimum of four flares at time of dispatch
 - xxiii. Company name permanently affixed in the most visible area of the tow vehicle, when viewed from the side and larger than any other display ad or auto club decal.
- (b) Specialty towing, recovery or cleanup vehicle(s) such as:
- i. A flatbed with a removable or tilt deck, capable of carrying a car or light truck but may also be required to transport motorcycles, snowmobiles, all terrain vehicles or parts thereof
 - ii. With a minimum gross vehicle weight of 5,900 kg
 - iii. Hydraulically operated deck
 - iv. Hydraulically operated winch with a minimum 3/8"x100 ft cable, rated at not less than 8,000 lbs
 - v. Minimum two deck mounted D-rings
 - vi. Minimum two snatch blocks, rated at not less than 1 ½ tons each
 - vii. Minimum of four steel safety chains , minimum 8 mmx2.75 metres
 - viii. Minimum of four ratchet straps
 - ix. Minimum of two chain binders
 - x. Rear mounted flood lights
 - xi. Revolving or sequential flashing amber or amber and clear beacon(s)
 - xii. Broom and shovel
 - xiii. First aid kit
 - xiv. Fire extinguisher containing 1.25 kg of dry chemical
 - xv. Heavy duty pry bar
 - xvi. Minimum of four flares at time of dispatch
 - xvii. Company name permanently affixed in the most visible area of the specialty tow vehicle in the most visible area when viewed from the side and larger than any other display ad or auto club decal
- (c) A tow truck (s) capable of towing from an underground parking lot
- (d) A four wheel drive tractor(s) loader(s) or tracked crawler(s) for off-road recovery
- (e) A tractor loader (s), skid-steer(s), or fork-lift truck(s) for clean-up of debris or cargo

- (f) A heavy duty tow truck(s) capable of towing and recovery of vehicles over 4,000 kg
15. The Contractor agrees at its own expense, to hire an independent third-party to inspect the operations of its members, and supply the report to the County of Brant Police Services Board annually.
 16. The Contractor shall register as a delegation, and a representative of the Contractor's Board of Directors shall present to the Board annually at the Board's regularly scheduled meeting in July, the following information:
 - (a) Annual statistics, including but not limited to:
 - i. Number of calls responded to by each member under the contract, and measures outlining the equity of the dispatch/rotation system;
 - ii. Number of complaints from the public received by the Contractor and the rate of resolution;
 - (b) Minutes of the Contractor's Annual General Meeting (AGM)
 - (c) General information on the Contractor's membership, including changes in the membership composition by addition or suspension (temporary and permanent)
 17. The Contractor covenants and agrees at all times during the term hereof, to take out and keep in full force and effect the following policy(s) of insurance, underwritten by insurers licensed to do business in the Province of Ontario and to provide an executed certificate of insurance, including all requested lines of coverage as follows:
 - (a) **Commercial General Liability Insurance**, insuring against damage or injury to persons or property with limits of not less than \$3,000,000.00 per occurrence or such greater amount as the Board may from time to time request or other types of policies appropriate to the work as the Board may reasonably require. The insurance policy shall:
 - i. Include as additional insured "The County of Brant Police Services Board", "The Corporation of the County of Brant" (County) and "The Ontario Provincial Police (O.P.P.)";
 - ii. Contain a cross-liability clause, severability of interests clause endorsement; and
 - iii. Contain a clause including Contractual Liability coverage arising out of the contract or agreement.
 - (b) **Non-Owned Automobile Liability Insurance** in standard form having an inclusive limit of not less than \$3,000,000.00 per occurrence or such greater amount as the Board may from time to time request, in respect of the use or operation of vehicles not owned by the Contractor.
 - (c) **Multi-Peril Property Insurance** to include coverage on a replacement cost basis, for loss or damage to any equipment or property that is being used pursuant to this Agreement.
 - (d) **Standard Form Ontario Automobile Liability Insurance** that complies with all requirements of the current legislation of the Province of Ontario having an inclusive limit of not less than \$3,000,000.00 per occurrence in respect of any

vehicles used pursuant to this Agreement and which includes All Perils Loss or Damage coverage, with respect to any vehicles used pursuant to this Agree

18. These policies shall include a provision that, if cancelled or changed in any manner that would affect the Board, the County or the O.P.P. as outlined in coverage specified, thirty (30) days prior written notice by mail or facsimile transmission will be given by the insurer(s) to the Board, the County and the O.P.P.
19. The Contractor shall provide proof of insurance, identifying all lines of coverage, will be provided by way of Certificate of Insurance in a form satisfactory to the Board each year or ten (10) days prior to renewal of the policy.
20. It shall be the responsibility of the Contractor to determine what additional insurance coverage, if any, is necessary and advisable for its own protection and/or to fulfill its obligation under this Agreement. Any such additional insurance shall be maintained and provided at the sole expense of the Contractor
21. The Contractor shall indemnify and save harmless the Corporation of the County of Brant, the Brant County Police Services Board, and the Ontario Provincial Police and their respective officers, directors, employees, agents, representatives, successors and assigns, from and against any and all claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed upon them as result of this Agreement save and except those arising from their own negligence.
22. The Contractor must provide the Board with a current WSIB Clearance Certificate specific to the type of work being performed prior to commencement of the agreement and ensure that a valid certificate is provided throughout the entire duration of this Agreement.
23. No sub-contracting or assigning of any part of all of this Agreement will be permitted without the consent of the County of Brant Police Services Board
24. The Contractor shall, at their own expense, be responsible for obtaining, maintaining and keeping available for inspection, any other licenses, necessary to permit them, or their employees or constituent members to carry out the requirements of this agreement. The County of Brant Police Services Board reserves the right to require Proponents to produce any of the following:
 - (a) Performance bonds
 - (b) Comprehensive insurance certificates, including WSIB
 - (c) Financial and corporate information
 - (d) Other additional assurances or protections deemed necessary by the Board
25. This Agreement is for a particular and non-exclusive service. The Contractor shall have no power or authority to bind the Board or to assume or create any obligation or responsibility, express or implied, on the Board's behalf, or to hold itself out as an agent, employee or partner of the Board. Nothing in the Agreement shall have the effect of

creating an employment, partnership or institution relationship between the Board and the Contractor. For the purposes of this paragraph, the Contractor includes any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors.

26. If any term or condition of the Agreement, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the agreement, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
27. Any changes to this Agreement shall be by written amendment signed by both parties. No changes shall be effective in the absence of such an amendment.
28. The entry into a contract by the County shall not be a guarantee of exclusivity to the FCC.
29. This Agreement may be terminated as follows:
 - (a) By the Board, on 7 days notice in writing in the event of any default by the Contractor under this Agreement; and
 - (b) By the Contractor, upon 90 days notice in writing.
30. Any notice, demand, approval, consent, information, agreement, offer, request or other communication (herein referred to as a "Notice") to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery during regular business hours on any business day or by facsimile transmission or other electronic communication which results in a written or printed notice being given, addressed or sent as set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

To Contractor at:

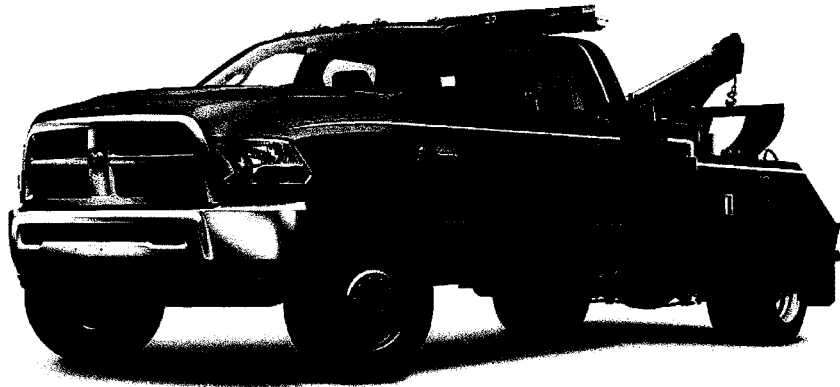
**Brant Towing Group
Attention: President
42 McGill Road
Mt. Pleasant, Ontario
N0E 1K0**

To the Board at:

**County of Brant Police Services Board
Attention: Secretary
P.O. Box 160
Burford, Ontario
N0E1A0**

'Schedule A'

BRANT TOWING GROUP



RESPONSE TO REQUEST FOR PROPOSAL

RFP-PSB-13-02

BRANT TOWING GROUP

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BRANT TOWING GROUP

LETTER of TRANSMITTAL

May 3rd, 2013

COUNTY OF BRANT POLICE SERVICES BOARD
C/o County of Brant (Reception)
26 Park Avenue,
Burford ON N0E 1A0

ATTN: Adam Crozier
Corporate Projects Specialist

Dear Mr. Crozier:

On behalf of the Brant Towing Group I am pleased to submit our proposal in response to the County of Brant RFP-PSB-13-02, Towing Association to Provide Police Requested Towing Services. In that regard, please find enclosed 4 (four) copies of our proposal for review in the selection process, as per your request.

The Brant Towing Group response to the RFP request is based upon four cornerstones those being; Procedural Fairness, Professionalism, Accountability and Transparency. My contact information is detailed below and I am available to respond at your call, should that be requested by the selection panel.

Thank you.

Yours sincerely,



Ed Derus
42 McGill Road
Mt. Pleasant ON N0E 1K0

Cellular: 519-751-4871
Business: 519-770-4544
Home: 519-753-0755
Email: ederus@msn.com

BRANT TOWING GROUP

1.0 EXECUTIVE SUMMARY

In developing our response, we were guided by the published minutes of the County of Brant Police Services Board in particular the meeting of March 20th, 2013. The minute was clear that the spirit and intent of Board discussions was a desire to see a collaborative submission from the proponents who had responded to the original RFP-PSB-13-01. With this in mind several contacts, in person and by email and telephone were made with the executive and some members of the former TACB during the three week period preceding the due date established for response to the current RFP. It was anticipated that an agreement could be reached at least on matters of common interest to the two proponents and further to explore the option of submitting a joint response. The TACB executive was either unwilling or unable to participate necessitating the submission of a stand-alone response.

The Brant Towing Group is an association comprised of local, independent businesses in response to a County of Brant Police Services Board Request for Proposal for the provision of towing, recovery, secure storage and impoundment services to the County of Brant OPP. The Brant Towing Group thoroughly researched the published minutes of County of Brant Police Services Board meeting to ensure the spirit and intent of the Board in issuing the request for proposal was fully addressed in our submission. The Brant Towing Group as well consulted extensively with the OPP to ensure its operational expectations in particular as relates to zone structure, expected response times and service delivery capabilities on 400 series and other Provincial Highways as well as County and Township road infrastructure would be met.

The Brant Towing Group establishes a framework for independent local businesses engaged in vehicular towing, recovery, secure storage and impoundment to respond effectively to OPP requests for service on behalf of the public or as may be required by statute. The Brant Towing Group provides for the self-regulation and governance of its independent local members in the provision, of a fair, unbiased rotational call for service basis that meets or exceeds the expectations of the County of Brant OPP, the public they serve and the Brant Towing Group members. The Brant Towing Group is inclusionary in construct, embracing the concept of free enterprise in support of small business and will be fiscally self-sufficient funded solely by its members. The Brant Towing Group assumes all responsibility for day to day operations related to towing or recovery, relieving the County of Brant, the County of Brant Police Services Board and the OPP of that responsibility and any resultant risk or liability.

The Brant Towing Group will be incorporated as a Not for Profit Corporation managed by a Board of Directors elected from its membership that will provide for efficient service delivery while ensuring the business interests of its members are met in an open transparent manner by:

BRANT TOWING GROUP

- Implementing a simplified two zone (east and west of the Grand River) Rotational Proximity Response System that ensures superior response to OPP requests for service and that is inclusive of all Brant Towing Group members and provides for a more equitable distribution of calls for service.
- The call system and rotation will be managed by an independent service provider to be determined and contracted by the Brant Towing Group Board of Directors which will afford the County of Brant OPP a “one call for service” number.
- Requiring the Brant Towing Group to provide monthly reports to its members that outline call activity in sufficient detail to ensure the members are properly informed of the distribution of calls.
- Developing and implementing reasonable Operational Policies and Procedures that reflect the spirit and intent of the RFP-PSB-13-02 regarding association membership both current and prospective, relating to vehicles and equipment, storage locations, operator qualification and conduct, and liability insurance. As well these policies and procedures provide for an independent annual review and inspection of these requisites to ensure compliance and a report back mechanism to the County of Brant Police Services Board.
- Implementing the fee schedule prescribed by the RFP for the provision of light duty towing, recovery and storage or impoundment services as well as monitoring and report back mechanisms to ensure BTG member compliance.
- Establishing an independent complaint and dispute resolution mechanism for police, public and internal member complaints that is transparent and that relieves the County of Brant Police Services Board or the County of Brant OPP in remediation.
- Providing a medium for BTG members’ professional development.

BRANT TOWING GROUP

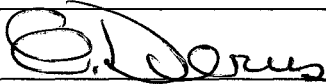
3.3 RFP PROPOSAL SUBMISSION FORM (Proposal Section 2.0)
RFP-PSB-13-01 – TOWING ASSOCIATION TO PROVIDE POLICE REQUESTED TOWING SERVICES

The undersigned proposes to supply a proposal according to the terms set forth in the proposal call and as set forth in this proposal.

We acknowledge the receipt of and have considered in our Proposal, Addendum(s) # _____

We certify that:

1. The party executing this document is authorized to sign the same. The matters set forth in the Proposal are correct.
2. The proposal is made without any connection, comparison figures or arrangement with or knowledge of any other Association, Corporation, or Person making a proposal for the same work.
3. No employee of the County of Brant Police Services Board, the County of Brant, or the OPP is or will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or in any of the profits thereof, or in any such supplies to be therein or in any monies to be derived there from.
4. This proposal will remain open for acceptance for a period of 120 (one hundred and twenty) days after opening of proposals and the County of Brant Police Services Board may at any time within this period accept this proposal.

Association Name	BRANT TOWING GROUP
Address	42 McGill Road
City	Mt. Pleasant
Province	ON N0E 1K0
Telephone/Fax	519-751-4871 / 519-753-4959
Signing Officer #1 Name	Ed Derus
Title	Owner/Operator ED Towing and Recovery, Proponent #1
Signature	
Date	May 3 rd , 2013
Signing Officer #2	
Title	
Signature	
Date	

BRANT TOWING GROUP

3.0 BACKGROUND and MEMBERSHIP INFORMATION

The following towing services are **actively operating** within the County of Brant and currently supply towing, recovery and impoundment services upon request to the OPP and will be therefore afforded membership in the Brant Towing Group and inclusion in the Rotational Proximity Response System:

1. AFFORDABLE TOWING & RECOVERY

Jay Liverance

NOT PROVIDED

2. BISHOPGATE GARAGE LTD & TOWING

Terry Watters

NOT PROVIDED

3. BRANT COUNTY TOWING

Troy Hurren

EQUIPMENT	DETAIL
Primary	<i>2002 GMC 3500 Vulcan 804 wrecker, 2002 Ford F350 Vulcan 881 wrecker</i>
Secondary	<i>2002 GMC 6500 Vulcan 2 car flatbed, 1995 Freightliner FL80 Vulcan 881</i>
Specialty	<i>2002 Case 480 4x4 backhoe, 1994 and 1989 Ford L8000 tri-axel dump trucks, 1995 Ford F800 with multi-vehicle trailer and winch system</i>
STORAGE	
Indoor	<i>Yes</i>
Outdoor	<i>Yes</i>
TIME IN BUSINESS	<i>20 Years</i>

BRANT TOWING GROUP

4. COPER'S TOWING & FLATBED SERVICE

Cope Koekok

EQUIPMENT	DETAIL
Primary	2005 Freightliner M2 21' flat bed tow truck 2006 International 4300 21' flat bed tow truck 2009 Freightliner M2 21' flat bed tow truck 2006 Ford F450 tow truck w/Kilar single line wrecker 2007 Ford F550 tow truck w/Vulcan twin line wrecker 2007 GMC 3500HD tow truck w/Vulcan twin line wrecker
Secondary	
Specialty	
STORAGE	
Indoor	No
Outdoor	Yes
TIME IN BUSINESS	12

5. COUNTYWIDE TOWING SERVICE

Norm Hurren

EQUIPMENT	DETAIL
Primary	1993 Ford F450 19' flat bed tow truck 1994 GMC 3500HD 20' flat bed tow truck 1992 Ford F450 tow truck w/Vulcan twin line wrecker
Secondary	Tandem axle motorcycle, ATV, snowmobile, etc. trailer
Specialty	
STORAGE	
Indoor	Yes
Outdoor	Yes
TIME IN BUSINESS	45 Years

BRANT TOWING GROUP

6. DEVEREAUX 24HR TOWING

Bob Devereaux

NOT PROVIDED

7. DIAMOND TOWING & ROAD SERVICE

Bob Waite

NOT PROVIDED

8. E.D. TOWING & RECOVERY

Ed Derus

EQUIPMENT	DETAIL
Primary	<i>1999 Ford F450 Crew cab tow truck W/single line Chevron boom style wrecker 1996 Freightliner FL80 Hyway Truck/tractor with 8,800lb Hiab hydraulic recovery crane</i>
Secondary	<i>1996 John Deere 4 wheel drive w/front end loader tractor for off road recoveries 18,000 lb triple axel flatbed trailer to haul tractor and for equipment recoveries Aluminum tandem axle low deck car, motorcycle, ATV, snowmobile etc. trailer</i>
Specialty	<i>Cutting torches, Two Honda ATVs for off road scene inspection, several four wheel and two wheel drive pickup trucks for on and off road scene debris removal and support. Electric vehicle high voltage certification.</i>
STORAGE	
Indoor	Yes
Outdoor	Yes
TIME IN BUSINESS	19

9. JAIMESON'S TOWING & RECOVERY

Dale Cogger

EQUIPMENT	DETAIL
Primary	<i>2005 Freightliner M2 21' flatbed tow truck</i>
Secondary	<i>John Deere 4114 four wheel drive loader tractor Tandem axle equipment, motorcycle, ATV, snowmobile, etc. trailer</i>
Specialty	<i>Bobcat tracked excavator with push blade</i>
STORAGE	
Indoor	Yes
Outdoor	Yes
TIME IN BUSINESS	33 Years

BRANT TOWING GROUP

10. JARRET TOWING

Tom Hutton

NOT PROVIDED

11. JOHN DERUS LTD

John Derus

EQUIPMENT	DETAIL
Primary	<i>2008 International 4300 21' flatbed tow truck 1996 GMC 6500 Topkick 21' flatbed tow truck 1994 GMC 3500HD Tow Truck w/Century twin line wrecker</i>
Secondary	<i>Aluminum tandem axle equipment, motorcycle, ATV, snowmobile, etc. Trailer</i>
Specialty	<i>1998 Caterpillar 416 four wheel drive loader Extenda backhoe Case 7120 large four wheel drive dual wheel tractor for most extreme off road recoveries John Deere four wheel drive tractor with mounted highway sweeper Several two wheel drive tractors Gasoline powered power generator Cutting torches</i>
STORAGE	
Indoor	<i>Yes</i>
Outdoor	<i>Yes</i>
TIME IN BUSINESS	<i>57 Years</i>

12. KEN'S TOWING

Mike Kaczur

NOT PROVIDED

13. MAPLE LEAF SERVICE CENTRE

Aftim Nassir

NOT PROVIDED

NOTE: The equipment and facility information of those companies who are identified as NOT PROVIDED is identified in the TACB RFP-PSB-13-01 submission dated March 8th, 2013. The BTG opted not to reproduce that information in this submission so as not to infringe on any copy right that may be attached to said information.

BRANT TOWING GROUP

4.0 PROPOSAL SCOPE AND DELIVERABLES - BRANT TOWING GROUP

BRANT TOWING GROUP BYLAWS

1. INCORPORATION

The Brant Towing Group (hereinafter identified as the BTG) will be a recognized corporation, incorporated pursuant to the Not for Profit Corporations Act RSO.

2. GOVERNANCE – BOARD OF DIRECTORS

A Board of Directors shall be elected from the membership. At a minimum there shall be three voting Director Positions that include: President, Vice-President, and Secretary Treasurer. As well, there shall be two non-voting “ex officio” director positions that will be made available one each to the County of Brant Police Services Board and the Detachment Commander or designate of the County of Brant OPP should they so wish. These positions will represent a liaison function. The Board of Directors shall meet once monthly or more frequently at the call of the Chair/President. Minutes Board of Directors meetings shall be taken and will be made available to the membership. A quorum will consist of two voting members; non-voting members will not be counted for the purposes of constituting a quorum.

3. GENERAL MEETING

After incorporation, a general meeting will be held within 15 months and thereafter an annual general meeting will be held at which time elections for voting Director Positions will occur.

4. MEMBERSHIP

Membership in the Brant Towing Group is extended to the following businesses owned and currently operating the County of Brant and the City of Brantford, at least in part, as a towing, recovery, storage and impoundment services. Membership provides for automatic inclusion in Rotational Proximity Response System hereafter identified as the RPRS:

East Zone

AFFORDABLE TOWING & RECOVERY
DEVEREAUX 24HR TOWING
DIAMOND TOWING & ROAD SERVICE
JAIMESON'S TOWING & RECOVERY
JARRET TOWING
KEN'S TOWING
MAPLE LEAF SERVICE CENTRE

BRANT TOWING GROUP

MEMBERSHIP (continued)

West Zone

BISHOPGATE GARAGE LTD & TOWING
BRANT COUNTY TOWING
COPER'S TOWING & FLATBED SERVICE
COUNTYWIDE TOWING SERVICE
E.D. TOWING & RECOVERY
JOHN DERUS LTD

A new business owned and operated in the County of Brant or City of Brantford, upon application to the Board of Directors and that meets the requisites detailed in the BTG Bylaws and the Operational Policies and Procedures will be afforded membership status and inclusion in the Brant Towing Group and the RPRS.

A membership fee will be assessed to each BTG member to support the operation of the BTG. As well as per call fee will be assessed by the contracted dispatch service to each BTG member. The membership fee is to fund the day to day operation of the Brant Towing Group and this fee structure will be reviewed annually.

5. BUSINESS DESIGNATION - MEMBERS

To support fair competition and in keeping with generally accepted business practises each member of the Brant Towing Group will provide documents of incorporation or letters patent that identify his/her company as being a separate and distinct business from that of any other Brant Towing Group member's company. Private contracts that may have been or will be entered into by a towing service will have no bearing on membership in the Brant Towing Group.

6. REAL PROPERTY

Brant Towing Group members must own or lease property within the County of Brant or City of Brantford for the purposes of maintaining secure storage compounds and secure inside storage and further as a base of operation for their respective towing service. Brant Towing Group members will provide accurate locations of their storage and proof of ownership and or an existing lease or rental agreement as might be required.

BRANT TOWING GROUP

7. INSURANCE/INDEMNIFICATION

All members shall maintain and furnish proof of insurance with an insurer licensed under the Compulsory Automobile Insurance Act on all vehicles being used pursuant to this program, with an inclusive policy covering public liability, property damage, personal injury and loss or damage to a motor vehicle including parts and personal property contained therein arising or alleged to arise out of the performance or attempted performance of their duties under this program, in the **minimum** amount of one million dollars (\$1,000,000).

As well, the BTG Board of Directors as an incorporated entity will maintain a separate contract of liability insurance in an amount to be determined.

The BTG agrees to indemnify and hold harmless the County of Brant and the County of Brant Police Service Board and the OPP from any action that might arise from the conduct of BTG members and their agents in the delivery of towing and recovery services to the public.

8. ROTATIONAL PROXIMITY RESPONSE SYSTEM (RPRS)

The RPRS shall consist of two geographic locations defined as those areas of the County of Brant situate to the west and east of the Grand River identified as Zone W and Zone E respectively. Independent members of the Brant Towing Group shall be included for rotational response in either Zone W or Zone E dependent upon the actual location of their business facilities. Having aspects of their business located in each Zone will not be cause for inclusion of a member in both Zones. Rotation in each Zone will be accomplished alphabetically. If in the rotation, a member company is called and for whatever reason is unable to respond that company will then drop to the bottom of the rotation. It is acknowledged and accepted that; **in emergent or exigent circumstances an OPP officer may make a request for a towing company outside the normal rotation to ensure public safety and police operational needs are met.**

This simplified zone structure allows for a more equitable distribution of calls for service between BTG members. The zone structure will be reviewed after the first year of operation by the Board of Directors and the BTG membership with input from the County of Brant OPP to ensure operational needs are being met.

BRANT TOWING GROUP

9. DISPATCH SERVICE

The administration of the RPRS which will include receipt of calls for service from the OPP, dispatching of towing services and maintaining a record of these transactions conducted by a service contractor located in the County of Brant or the City of Brantford and contracted by the BTG Board of Directors.

The contracted dispatch service will operate on a 365, by 24 hours a day including statutory holiday basis. The performance of the contracted dispatched service will be monitored by the Board of Directors and will be subject to review prior to renewal. The contracted dispatch service will maintain a searchable data base of OPP calls received and dispatched and will generate a monthly activity report in an Excel spreadsheet format which will be provided to each member of the Brant Towing Group by Friday at 4:00 PM of the week following any months end. The activity report can be provided to members by email or facsimile transmission at the member's option.

The activity report shall include the following:

- Time and date of call,
- A unique Brant Towing Group transaction number assigned by the dispatch service,
- OPP "LP" number,
- Zone and exact location of the call,
- If the call was an owner's request or part of the rotation, or if it was an OPP officer's request in emergent or exigent circumstances.

Any concern or dispute by Brant Towing Group members arising from the monthly activity report will be communicated to the Board of Directors, verbally and in writing forthwith for review and resolution. A sample activity report is attached as Appendix "B"

10. DECLARATION OF OTHER BUSINESS INTERESTS

Any member of the Brant Towing Group who is as well engaged as a separate entity in any form of vehicle repair **MUST** inform the motorist/owner/driver in writing at the time that; services performed are towing, recovery and storage or impound services **ONLY** as solicited/requested by the OPP and further that any decision as to vehicle repairs rests solely with the consumer and must be entered into through a separate estimate or invoice for services that may be provided.

BRANT TOWING GROUP

11. INSPECTIONS and REVIEWS

An annual inspection in June of each year of individual Brant Towing Group members' licencing, insurance, equipment and facilities will be completed by an independent contractor to ensure member compliance with the requirements of the BTG Bylaws and Operational Policies and Procedures and adherence to the terms of the contact with the County of Brant Police Services Board relative to RFP-PSB-13-02.

Should major or serious discrepancies or faults be identified in any area of this inspection process, the member will be removed from the RPRS until corrective measures are undertaken by the member. Minor discrepancies or faults that do not pose a safety threat will be identified and the member afforded one week to correct the issue. A copy of the inspection report will be provided upon completion to the member and the Board of Directors.

The Board of Directors will provide a copy(s) of such annual inspection to the County of Brant Police Services Board by July 15th of each calendar year. A sample BTG – Annual Inspection report is attached as Appendix "D".

Member compliance with the prescribed fee structure will be monitored on an ongoing basis by the Board of Directors utilizing the BTG member's "Service Billing Report" and will report quarterly to the County of Brant Police Services Board. A sample "Service Billing Report" is attached as Appendix "C"

12. BTG OPERATIONAL POLICIES AND PROCEDURES

Policies and Procedures relative to the day to day operation of the BTG have been developed and are appended hereto as "BTG Operational Policies and Procedures 2013". All BTG members have been provided a copy of these policies and procedures and have agreed to be bound by them. BTG members acknowledge that failure to comply with the BTG Bylaws and Operational Policies and Procedures in place and from time to time amended, **MAY** result in temporary or permanent suspension with cause from the BTG RPRS.

BRANT TOWING GROUP

5.0 TERMS AND CONDITIONS

The BTG acknowledges that response to RFP-PSB-13-02 is the first step in the process and that contract negotiations with the County of Brant Police Services Board and us, should we be the successful proponent is the next step. We will participate fully in this aspect of the process. We do however have concern with the wording in the RFP that speaks to termination of a contract with 7 days' notice. While it is accepted that a contract can be cancelled, we expect that it will be identified that within any such contract that; termination would not be an arbitrary decision and would be with cause, detailed in writing by the County of Brant Police Services Board to the BTG Board of Directors with an opportunity to respond afforded us.

6.0 MISCELLANEOUS INFORMATION

Ability to Provide Service

Despite best efforts, the TACB was either unable or unwilling to participate in a joint submission with the Brant Towing Group. Regardless, it is the position of the BTG that all companies currently providing service to the OPP including those in the former TACB, should be afforded membership in the BTG and be included in the RPRS. It can be reasonably assumed that most if not all companies will participate as members of BTG should we be the successful proponent and will therefore be included in the RPRS if it is their wish to continue towing for the OPP. However, even if some or all do not choose to participate, those companies who have indicated interest will be able to deliver the service expected by the OPP and required by the RFP.

Public awareness - Communication

Should Brant Towing Group be the selected vendor, it is proposed that a joint media release be developed by the County of Brant Police Services Board and Brant Towing Group so the public can be informed, to the extent possible, of arrangements and procedures for police initiated towing. As well, the Brant Towing Group will maintain a telephone number and email address for the receipt of administrative and non-police operational calls as well as complaints. Such numbers will be responded to in the first instance by the contracted dispatch service. A decal identifying Brant Towing Group and the appropriate contact information will be developed and provided to members to display on their towing vehicles and storage compound(s).

APPENDIX "A" BRANT TOWING GROUP OPERATIONAL POLICIES AND PROCEDURES 2013

1. PREAMBLE

Membership in the Brant Towing Group, hereinafter referred to as BTG, and subsequent inclusion in the Rotational Proximity Response System (RPRS) as defined in the BTG bylaws is contingent upon current and prospective members acknowledging and adhering to the following operational policies and procedures, and to any future amendments to these policies and procedures as may be determined and enacted by the BTG Board of Directors. A copy of these Operational Policies and Procedures will be provided to current and prospective BTG members. An original signed by the BTG member will be filed with the BTG Board of Directors

2. MEMBER PARTICIPATION

Participation in the BTG Rotational Proximity Response System is available to all current members of the BTG and to businesses within the County of Brant and City of Brantford soliciting inclusion where; the operators, their employees, their equipment and their storage compounds meet with the operational policies and guidelines that flow from RFP-PSB 13-02 established by the County of Brant Police Services Board.

Members of the BTG Rotational Proximity Response System must:

- a) Be approved by the BTG Board of Directors through an annual inspection process conducted by an independent third party contractor with an annual report to the Board of Directors and then to the County of Brant Police Services Board as provided for in the BTG Bylaws.
- b) Remain in good standing with the Brant Towing Group, County of Brant Police Services Board, the Ontario Provincial Police and the contracted Dispatching Service.
- c) Must remain independent of the repair, painting or dismantling of motor vehicle bodies that have been towed by either the specific member operator or another tow operator on the BTG Towing Rotation List. For clarity, a preferred relationship with a company engaged in repair, painting or dismantling of motor vehicle bodies is not acceptable under any circumstance.

Should the Board be made aware, by any means, of an alleged violation of this sub-section an immediate investigation will be undertaken by the Board and if the complaint is substantiated the BTG member shall be immediately removed from the Rotational Proximity Response System. Further, all information will be forwarded to the OPP for investigation at its discretion of any criminal activity.

APPENDIX "A" BRANT TOWING GROUP OPERATIONAL POLICIES AND PROCEDURES 2013

- d) Own and operate a registered independent towing, recovery and storage business within in the County of Brant or the City of Brantford that has advertised a local telephone number in the Brantford/County of Brant primary telephone directory or on the internet or through other means of public advertising for a minimum of one year prior to the application date to participate in the BTG Rotational Proximity Response System.
- e) Remain available for dispatch by telephone or other means satisfactory to the BTG Board of Directors on a 24 hour a day basis, 365 days per year, including holidays.
- f) Does not participate in another Police Towing Program within a political jurisdiction which borders upon the County of Brant/City of Brantford. For clarity, this would exclude such operators engaged in police-related towing within the City of Hamilton, Region of Waterloo, and the Counties of Oxford, Norfolk and Haldimand
- g) Is not so closely related to another member of BTG Rotational Proximity Response System that participation would provide a clear advantage over other BTG Members by securing a proportional number of increased calls for the "related" Members. For clarity this precludes the establishment of puppet companies by BTG members.
- h) Comply with all municipal, provincial and federal Laws and By-Laws currently in place or that may be enacted that; regulate towing, municipal zoning, storage, vehicles, transportation and insurance. In particular all BTG members agree that highway solicitation of tow calls is strictly prohibited by the provisions of the Highway Traffic Act. Any BTG member or a person in his employ who engages in this activity will be subject to immediate suspension from the BTG Rotational Proximity System and the matter will be brought to the attention of the OPP for further investigation at its discretion.
- i) Own or lease a minimum of one tow truck (wrecker style) and a minimum of one specialty towing or recovery vehicle as per equipment specifications required by the County of Brant Police Services Board RFP-PSB-13-02 and reproduced hereinafter under Section 3.
- j) Are not directly or indirectly involved in policing, firefighting, or any emergency services in the County of Brant or City of Brantford that would provide the BTG member with advantage over other registered BTG members on the BTG Rotational Proximity Response System.

APPENDIX "A" BRANT TOWING GROUP OPERATIONAL POLICIES AND PROCEDURES 2013

3. EQUIPMENT

A member of the BTG Rotational Proximity Response System must:

A. Own or lease a minimum of one tow truck with an attached wrecker, with a minimum gross vehicle weight of 4,600 kg

- I. Factory equipped rear dual wheels
- II. Mechanical or hydraulically operated boom and wheel lift rated at not less than 4,000 lbs.
- III. Winch with a minimum 3/8" x 100 ft. cable, rated at not less than 8,000 lbs.
- IV. Dollies with a minimum load limit of 3,000 lbs.
- V. Trailer towing device
- VI. Minimum of two steel safety chains, minimum 8 mm x 2.75 metres
- VII. Towed vehicle lights
- VIII. Rear mounted flood lights
- IX. Revolving or sequential flashing amber or amber and clear beacon(s)
- X. Minimum of one tailgate or deck mounted D-ring
- XI. Minimum of two scotch blocks or a wheel lift mounted spade
- XII. Minimum of one snatch block, rated at not less than 1 ½ tons
- XIII. Minimum of two steel hook chains, minimum 8 mm x 2.75 metres
- XIV. Steering wheel locking device
- XV. Booster cables, minimum 20 ft. in length
- XVI. Lock out tools
- XVII. Tire change equipment, including a jack and wheel nut wrenches
- XVIII. Broom and shovel
- XIX. First aid kit
- XX. Fire extinguisher containing 1.25 kg of dry chemical
- XXI. Heavy duty pry bar
- XXII. Minimum of four flares at time of dispatch
- XXIII. Company name permanently affixed in the most visible area of the tow vehicle, when viewed from the side and larger than any other display advertisement or auto club decal.

B. Own or lease a minimum of one specialty towing, recovery or cleanup vehicle such as:

APPENDIX "A" BRANT TOWING GROUP OPERATIONAL POLICIES AND PROCEDURES 2013

- I. A flatbed with a removable or tilt deck, capable of carrying a car or light truck but may also be required to transport motorcycles, snowmobiles, all-terrain vehicles or parts thereof
- II. With a minimum gross vehicle weight of 5,900 kg
- III. Hydraulically operated deck
- IV. Hydraulically operated winch with a minimum 3/8"x100 ft. cable, rated at not less than 8,000 lbs.
- V. Minimum two deck mounted D-rings
- VI. Minimum two snatch blocks, rated at not less than 1 ½ tons each
- VII. Minimum of four steel safety chains , minimum 8 mmx2.75 metres
- VIII. Minimum of four ratchet straps
- IX. Minimum of two chain binders
- X. Rear mounted flood lights
- XI. Revolving or sequential flashing amber or amber and clear beacon(s)
- XII. Broom and shovel
- XIII. First aid kit
- XIV. Fire extinguisher containing 1.25 kg of dry chemical
- XV. Heavy duty pry bar
- XVI. Minimum of four flares at time of dispatch
- XVII. Company name permanently affixed in the most visible area of the specialty tow vehicle in the most visible area when viewed from the side and larger than any other display ad or auto club decal

- C. Or another tow truck as specified in 3(A)
- D. Or another tow truck capable of towing from an underground parking lot
- E. Or a four wheel drive tractor, loader or tracked crawler for off-road recovery
- F. Or a tractor loader, skid-steer, or fork-lift truck for clean-up of debris or cargo
- G. Or a heavy duty tow truck capable of towing and recovery of vehicles over 4,000 kg. or greater.
- H. Or any other specialty vehicle approved by the BTG Board of Directors.

4. STORAGE COMPOUNDS

A member of Tow Operator BTG Rotational Proximity Response System must:

- A. Own or lease a vehicle storage compound located within the City of Brantford or the County of Brant must;
 - i. have a minimum storage capacity of six vehicles

APPENDIX "A" BRANT TOWING GROUP OPERATIONAL POLICIES AND PROCEDURES 2013

- ii. be completely enclosed on all sides by chain link fencing and gates
- iii. have adequate night time lighting in all areas, controlled by motion detection
- iv. be accessible during regular business hours, Monday-Friday 9:00 am to 5:00 pm, Saturday 9:00 am to 12:00 pm, for content and/or vehicle release and insurance company inspection with no opening fee
- v. be accessible to police at any time
- vi. Remain independent of the repair, painting or dismantling of motor vehicle bodies that have been towed by either the specific member another member on the BTG Rotational Proximity Response System.
- vii. Be zoned in accordance with the requirements of the County of Brant or City of Brantford.

B. Own or lease an indoor storage facility located with the City of Brantford or the County of Brant must;

- i. have a minimum storage capacity of two vehicles
- ii. be lighted, heated, clean and secure
- iii. Once vehicle is secured within the storage facility and police so advise, given the nature of the investigation that all points of access to the building can be sealed and no person, including employees of the tow operator, may access the facility until so advised by the investigating police officer to protect continuity of evidence for court purposes.
- iv. be accessible during regular business hours, Monday-Friday 9:00 am to 5:00 pm, Saturday 9:00 am to 12:00 pm, for content and/or vehicle release, and insurance company inspection, with no opening fee, upon confirmation by the police that the vehicle and/or personal contents may be released
- v. be accessible to police at any time
- vi. Remain independent of the repair, painting or dismantling of motor vehicle bodies that have been towed by either the specific member another member on the BTG Rotational Proximity Response System.
- vii. Be zoned in accordance with the requirements of the County of Brant or City of Brantford.

5. ABANDONED VEHICLES

The BTG member participating in the program must notify police of any vehicle stored for more than thirty (30) days, with no contact from the owner or their insurance company. The OPP will provide the tow company with the name, address and contact information of the last registered owner and insurance particulars if available for any vehicle ordered towed by the OPP.

APPENDIX "A" BRANT TOWING GROUP OPERATIONAL POLICIES AND PROCEDURES 2013

6. INSURANCE

The BTG member participating in the program must:

- a) Maintain and furnish proof of insurance with an insurer licensed under the Compulsory Automobile Insurance Act on all vehicles being used pursuant to this program, with an inclusive policy covering public liability, property damage, personal injury and loss or damage to a motor vehicle including parts and personal property contained therein arising or alleged to arise out of the performance or attempted performance of their duties under this program, in the amount of one million dollars (\$1,000,000) or more.

- b) Proof of such insurance shall be provided to the BTG Board of Directors through the annual inspection process conducted by an independent third party contractor with advice provided to the County of Brant Police Services Board.

- c) Sign an agreement allowing the BTG member's insurer(s) to notify the BTG Board of Directors of cancellation or failure to renew of any insurance policy mentioned in 6 a). Such cancellation or failure to renew contracts of insurance will result in immediate suspension from the BTG Rotational Proximity System with advice to the County of Brant Police Services Board and the OPP.

7. BTG MEMBERS - OWNERS/PRINCIPLES

The BTG members as owner(s) and principle(s) participating in this program must:

- a) Ensure no staff members attempt to influence a vehicle owner, driver, appraiser or adjuster to use the services of any particular repair facility and further that no BTG member will solicit or offer services that would be in violation of the provisions of the Highway Traffic RSO.

- b) Be responsible for the conduct of all staff members including brokers

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- c) Ensure all drivers are properly licensed and trained on the equipment they operate and are knowledgeable in safe towing and recovery procedures, and the current fee schedule
- d) Ensure all vehicles used in the performance of their duties under this program meet or exceed specifications, including but not limited to insurance, emissions, safety standards and cleanliness
- e) Produce upon request from the Board of Directors, invoices; impound reports and other documents pertaining to towing under this program that may be as well provided to the County of Brant Police Services Board.
- f) notify the police towing rotation dispatch system when a primary tow vehicle is out of service
- g) Voluntarily remove their company name from the police towing rotation list in the owner/operator, or remove a driver or other employee from responding to call from the police rotation list, if charged with a serious offence pursuant to the provisions of the Criminal Code of Canada, or an offence that would bring disgrace or embarrassment to the County of Brant Police Services Board or the Ontario Provincial Police, until the criminal case has been dealt with through the courts. A conviction may result in an indefinite suspension.

An owner/principle may apply for reinstatement on to the BTG Rotational Proximity System after completing all periods of suspension, probation and parole, or other restrictions as applied by the Courts upon sentencing, to the Board of Directors who MUST consult with the County of Brant Police Services Board before reinstatement is considered.

- h) Complete a criminal record check annually and shall keep the hardcopy on file and available for inspection

8. DRIVER OPERATOR CONDUCT

All drivers participating in the BTG Rotational Proximity Response System must:

- a) Complete as required by law, their Driver's Vehicle Inspection Report and when required, a Driver's Daily Log
- b) Must notify their employer immediately of any suspension of their driver's license

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- c) Not by any manner of dress, sign, document or any other means, create the impression of being an authorized agent of any police service, fire or other emergency measures organization, other than their employer, first aid courses, safety awards and any towing association that they may belong to
- d) Not dress in any manner that promotes the use of any illegal substance or alcoholic beverage product
- e) Wear a reflective vest or jacket at the scene of a collision, vehicle fire, impoundment or vehicle breakdown and wear footwear to protect from glass, debris and chemicals
- f) Be clean, courteous and professional
- g) Provide to the BTG Rotational Proximity Response System dispatcher, an estimated time of arrival (ETA) considering distance, weather and road conditions
- h) Record the time at dispatch, upon arrival at scene as well as the duration of time for winching, waiting, cleanup and completion
- i) Record the tow vehicle's odometer reading at dispatch, at scene and upon completion
- j) In the event of a tow truck collision or breakdown while on route to the dispatched call, must notify dispatch of any change in the ETA or request the next rotation company attend. A company with only one other available qualified truck must give the police rotation call priority.
- k) Not commence recovery, cleanup and towing until authorized by the investigating officer, or leave the scene until authorized by the said officer or his/her designate.
- l) Provide the towed vehicle's owner/driver or the police officer with a business card detailing the company name, phone number and location of the storage compound
- m) Notify the police towing rotation dispatcher of a cancelled call, a vehicle found to be gone on arrival (GOA), or a lost call and the reason for the lost call to ensure a return to the entitled rotation position

9. DISPATCH SERVICE

The Dispatch Service shall:

- a. Be located in the County of Brant or the City of Brantford and provide service 24 hours per day, 7 days per week, and 365 days per year including all holidays.

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- b. Log time of call received from communications centre, time of dispatch, tow code, company dispatched and a dispatch number as well as any other information deemed to be relevant by the Board of Directors.

10. TOW DETERMINATION

A police officer, upon determining that a tow truck or tow recovery vehicle is required at a scene, will:

- a) Ask the operator/owner of the vehicle if he or she has a preferred tow operator that they wish to use
- b) Reference a current list of BTG members with secure, inspected compounds within the County of Brant or City of Brantford, a copy of which will be carried in each police vehicle, from which the operator/owner of the involved vehicle may select to provide towing and recovery service for his or her involved vehicle
- c) Contact the London Communications Centre should the owner have a preference, who in turn will contact the BTG dispatch service for dispatch of the requested service.
- d) Request the next available BTG member to attend from the police rotation list if the involved vehicle's operator/owner is unable or unwilling to identify a preferred tow or select from the list of available BTG members

Secure tow

A secure tow will be dispatched as a rotation call, when a police officer is on scene, the owner/driver is not available, unable, incapable or has no towing company preference and under the following conditions:

- a) Collision, upset, rollover, recovered stolen auto, vehicle fire, vehicle to be towed and stored for safe keeping, possibly covered by insurance
- b) Towed and impounded as a result of impairment by alcohol or drug, criminal code disqualified driving, 3-day, 7-day, 30-day driving suspension or when the driver or owner will not be reimbursed for towing charges.
- c) A Vehicle Impoundment Protocol (VIP) 45-day impoundment will be dispatched to the locally identified towing operator by way of a Provincial selection process, where all incorporated rules and regulations respecting that contract arrangement will be adhered to by the said selected tow operator.

Non-secure tow

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Will be dispatched with no loss in rotation position to:

- a) The nearest available truck when the owner/driver has no towing company preference and when the vehicle can be made operational by winching, boosting, changing a tire, lockout, fuel delivery or when being towed home or to a garage.
- b) An auto club.

Owner's request

When a tow operator is dispatched as described in 10(a) or 10(b) at the request of the involved vehicle's operator/owner, no position shall be lost in the rotation.

Police request

A police officer may request a particular tow company, without a loss of rotation by that tow company when:

- a) When a tow truck is already on or at a scene, but not as result of being dispatched,
- b) A police officer makes a specific request based upon his/her determination of exigent circumstances.

11. CANCELLATION OF CALL

No position in the rotation will be lost if the dispatched tow truck is cancelled by police, or the involved vehicle is gone-on-arrival (GOA), except when the ETA has been exceeded by an unacceptable time.

For the purposes of this section, an unacceptable response time will be deemed to be greater than twenty (20) minutes on Highway 403 and forty (40) minutes on all other highways and roadways.

12. COMPLAINT/DISPUTE RESOLUTION PROCEDURES

It is acknowledged by members of the Brant Towing Group that in the normal course of business that complaints and or disputes both external and internal will occur. Generally most complaints result from miscommunication or a lack of communication and as such can usually be resolved satisfactorily. The Board of Directors undertakes to inform the County of Brant Polices Services of

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complaints they have taken action on as required by the Operational Policies and Procedures monthly. The Board will notify the PSB immediately when a complaint is of a serious nature or one that alleges the violation of statute law by any BTG member. When immediate resolution is not possible the following will apply:

Police Complaint

- a) It is acknowledged that should an OPP officer have a specific issue with respect to a BTG member or members responding to or at a police scene, the officer will identify his concerns direct to the BTG member or members. If the matter can be satisfactorily resolved no other further action is required. Should the matter not be resolved the officer will refer the matter to the County of Brant OPP Detachment Commander or designate.
- b) The OPP Detachment Commander or designate, will contact the BTG Board of Directors. Should the Detachment Commander or designate deem the matter to be of a serious nature, he/she can request the BTG member be temporarily suspended for the Rotational Proximity Response System.
- c) The Board of Directors will immediately upon receipt of the complaint arrange a meeting with the BTG member or members involved and the County of Brant OPP Detachment Commander or designate to mediate and all parties will afford best efforts to work toward a satisfactory resolution of the matter.
- d) BTG members agree that the decision of the County of Brant Detachment Commander or designate and the Board of Directors is final and that any redress for such decision may be available to the BTG member through a Court of competent jurisdiction.

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- e) It is acknowledged that the nothing in the forgoing will limit the OPP in any way from taking enforcement action as they deem appropriate should the actions of any BTG member or employee or tow vehicle condition be in violation of statute law.

- f) A complaint by a BTG member or members regarding police shall be documented in detail and forwarded to the Board of Directors.

- g) Upon receipt of a written complaint, the Board of Directors shall provide the material forthwith to the County of Brant OPP Detachment Commander or designate and a request a meeting.

- h) Such a meeting will be comprised of the BTG member or members that are subject of the complaint, the Detachment Commander or designate and as he/she may deem appropriate the officer making complaint and the Board of Directors. BTG members agree that the decision of the County of Brant Detachment Commander or designate and the Board of Directors is final and that any redress for such decision may be available to the BTG member through a Court of competent jurisdiction.

Internal BTG Member Complaints

- a) BTG members are expected to try to resolve complaints/issues between each other having regard to the Bylaws and Operational Policies and Procedures of the BTG.

- b) A BTG member or members may forward a request to the Board of Directors requesting assistance in resolving a complaint against another BTG member.

- c) Upon receipt of such request the Board of Directors will convene a meeting with the BTG members to mediate and all parties will afford best efforts to work towards a satisfactory resolution having regard to the BTG Bylaws and Operational Policies and Procedures.

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- d) The Board of Directors will, after a fulsome review of the matter, provide a written decision to the involved BTG members. Should a BTG member not be satisfied with the decision rendered by the Board of Directors he/she may request a third party mediator, contacted by the Board of Directors review the matter. BTG members acknowledge that; the decision of the mediator is final and that any expense will be borne by the individual BTG member making the request.

County of Brant Police Services Board Complaints

- a) Should the County of Brant Police Services Board (PSB) have a complaint about the performance of BTG generally, having regard to both their RFP-BSB-13-02 and the contract that flows from this RFP, the PSB will detail its concern in writing to the Board of Directors and at its option require the Board of Directors attend a PSB meeting to review the matter. All parties will afford best efforts to work towards a satisfactory resolution.
- b) It is acknowledged the PSB can terminate any contract entered into with the BTG for cause.
- c) Should the County of Brant Police Services Board receive a complaint from a member of the public regarding a BTG member it is requested that the PSB forward the complaint to the BTG Board of Directors.

Public Complaint

- a) A BTG member receiving a complaint from a motorist, owner, driver or an insurer acting on his/her behalf, shall try to resolve any concerns or complaints directly as usual and generally accepted business practise would dictate.
- b) Should best efforts by the BTG member to reach a satisfactory resolution with the motorist/owner/driver or his/her insurer not be successful the

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BTG member can request the assistance of the Board of Directors in resolution.

- c) The Board of Directors shall review the complaint and any supporting documentation. The Board of Directors must be satisfied on review that the substance of the complaint falls within the scope of the BTG Bylaws and Operational Policies and Procedure. Should the Board of Directors after careful review determine that the complaint falls within the scope of the BTG Bylaws and Operational Policies and Procedure and is substantiated the Board will work with the motorist/owner/driver and the BTG member to come to a satisfactory solution.
- d) Should after best efforts by the BTG member and the Board of Directors be unsuccessful the complainant has the option to seek redress from a Court of competent jurisdiction.
- e) Should the Board of Directors determine that a public complaint is substantiated and is of such a serious nature that the BTG member's continued participation in the Rotational Proximity Response System (RPRS) will cause significant disadvantage to the BTG, the County of Brant Police Services Board or the OPP the BTG member will be suspended from the RPRS. Reinstatement to the RPRS will only occur after that which gave rise to the complaint has been rectified to the Boards' satisfaction by the BTG member.
- f) Public complaints that amount to an alleged violation of statute law by a BTG member shall be immediately referred to the OPP for investigation at its discretion.

13. DISSOLUTION/INSOLVENCY

- a) Any member planning to cease being in the business of towing and storage must:

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- b) Remove his/her name from the BTG Rotational Proximity System for secure tows (#11) and non-secure tows (#12) a minimum of 30 days prior to date of dissolution, if possible.
- c) Cease all police requested tows a minimum of ten (10) days prior to dissolution.
- d) Make arrangements to remove and store all vehicles in the possession of the said member, that came into the member's possession as a result of a Police Towing Rotation dispatched tow, to another secure compound operated by another member of the BTG Rotational Proximity System in good standing. No additional charge for towing shall apply.
- e) Notify the County of Brant OPP Detachment Commander, in writing, of the new location for each Police Towing Rotation related vehicle, including the VIN, marker, make, model and colour of each vehicle involved.
- f) Also notify the City of Brantford Police Service if the involved member's secure compound is located within the City of Brantford.
- g) Notify the involved vehicles owner and insurer if possible.
- h) In the event of bankruptcy or insolvency, notify the OPP County of Brant Detachment Commander immediately

19. FEE SCHEDULE

The fee schedule prescribed by the County of Brant Police Services Board RFP-PSB-13-02 shall be applicable to light duty towing. Light duty towing is described as towing of passenger automobiles, sport utility vehicles and light duty personal and commercial use pickup trucks. This fee schedule does not apply to heavy duty towing which is can be described generally for a class of vehicles other than those detailed in the forgoing, usually identified as commercial vehicles in excess of 4000 kg.

No member of the BTG Rotational Proximity System shall charge a fee or fees in excess of this fee schedule. The fee schedule is subject to annual review by the Board of Directors in consultation with the County of Brant Police Services Board and is subject to increases tied to annual Canadian rates of inflation. A per kilometre charge shall be calculated as, round trip divided by 2 multiplied by the rate per kilometre. Storage charge shall be calculated as per day or any part thereof. Total invoiced time must not exceed time on scene. The per kilometre rate shall be \$3.50.

The Board of Directors will monitor BTG member compliance with fee structure through the member "service Billing Report"

Rates for towing services identified in Sections 11 and 12 are:

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TOWING/RECOVERY SERVICE	NON – SECURE Released from scene	SECURE Towed from scene
Respond at OPP Request	\$0.00	\$100.00
Hook up, prepare for towing including tow lights	\$65.00	\$65.00
Winching (maximum 30 metres or 10 minutes)	\$65.00	\$65.00
Additional winching, per hour rate	\$95.00	\$95.00
Upright overturned vehicle (maximum 10 minutes)	\$65.00	\$65.00
Additional time to upright overturned vehicle per hour rate	\$95.00	\$95.00
Use of dollies includes install and removal	\$65.00	\$65.00
Flatbed when requested or necessary	\$65.00	\$65.00
Service call to make vehicle operational	\$95.00	\$95.00
Clean up collision debris (maximum 10 minutes)	\$25.00	
Additional scene clean up per hour rate	\$95.00	

STORAGE/IMPOUND SERVICE	OUTSIDE	INSIDE
Storage – daily rate	\$45.00	\$60.00

20. SALE OF BUSINESS

A rotation position may be considered a company asset if the business is in good standing with the County of Brant Police Services Board, the OPP and the Dispatch service provider and is:

- a) Not registered as a sole proprietor, but may be a sole proprietor incorporating as a corporation with the registered sole proprietor listed as a director of the new corporation.
- b) Registered as a corporation, selling shares to another corporation that does not, or has not participated in a police rotation in this County or an adjacent County bordering the County of Brant and must agree to abide by the Policies and Procedures of the BTG the Dispatch service provider.
- c) Registered as a corporation, selling shares to another corporation participating in this rotation program must remain at arm’s length with any other participating company.
- d) Registered as a partnership or limited liability partnership as long as one partner remains in the new partnership

21. MEMBERSHIP APPLICATIONS

A new member’s application will be considered for a rotation position when:

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- a) All the requirements provided for in the BTG Bylaws and Operational Policies and Procedures have been met by the prospective applicant and approved by the Board of Directors.
- b) All inspections of equipment, documentation and facilities have been completed successfully by the independent contractor employed by the BTG Board of Directors.
- c) The required one-year waiting period has expired from the date of application, and during that time the prospective applicant has demonstrated compliance with BTG Bylaws and Operational Policies and Procedures.
- d) The secure storage facility is located within the County of Brant, City of Brantford.
- e) At least 1 Director or Principle has obtained a certificate of qualification in a recognized tow truck operator training program.

I have read, understand and agree to the BTG Operational Policies and Procedures, and wish to continue or commence participation in the BTG Rotational Proximity Response System. Further, I acknowledge that; non-compliance with BTG Bylaws and Operational Policies and Procedures MAY result in temporary or permanent suspension. In the interest of public safety and respect for the County of Brant Police Services Board and the preservation of the reputation of the OPP, I hereby relinquish my rights, if any, under the Canadian Charter of Rights and Freedoms with respect to Section 7(g) (Voluntary removal), without compensation.

Print Name

Signature

Date

Company

BRANT TOWING GROUP - MONTHLY ACTIVITY REPORT

TIME	DATE	BTG NUMBER	OPP LP NUMBER	TOWING SERVICE	LOCATION	OWNER REQUEST	ROTATION	OPP SPECIAL REQUEST
2257	10/04/13	2013-0120	LP 222222	DERUS	Zone W Cockshutt @ Burtch Road		Yes	
0950	13/04/13	2013-0190	LP 555555	KEN'S	Zone E 403 @ Garden Ave	Yes		
1355	18/0413	2013-0211	LP 999999	DIAMOND	Zone W Village of Onondaga			Yes

BRANT TOWING GROUP – SERVICE BILLING REPORT

BTG NBR	NON SECURE	SECURE	HOOK UP	WINCHING MIN and EXTRA	UPRIGHT MIN and EXTRA	DOLLIES	FLAT BED	SERVICE CALL	SCENE CLEAN UP MIN and EXTRA
2013-0111	✓		\$65.00						
2013-0122		\$100.00	\$65.00	\$65		\$65.00			\$25.00
2013-0151		\$100.00					\$65.00		\$120.00
2013-0166	✓							\$95.00	
2013-0169		\$100.00			\$65.00		\$65.00		\$25.00

BRANT TOWING GROUP – ANNUAL INSPECTION REPORT

EQUIPMENT

Inspection of each vehicle **actually used** in the provision of towing, recovery and impoundment services to the OPP.

1. Inspections will be made comparative to the equipment specifications prescribed by the Brant Towing Group Operational Policies and Procedures Section 3 Sub-Sections A through H

Meets

Does Not Meet

2. Vehicle signage and cleanliness

Meets

Does Not Meet

FACILITIES

Inspections of both outdoor and indoor secure impound/storage facilities actually used in the provision of services to the OPP and will be comparative to the storage compound specifications prescribed by the Brant Towing Group Operational Policies and Procedures Section 4 Sub-Sections A and B

1. Outdoor

Meets

Does Not Meet

2. Indoor

Meets

Does Not Meet

N/A

INSPECTION FINDINGS (full narrative required for any area identified as "Does Not Meet")

BRANT TOWING GROUP – ANNUAL INSPECTION REPORT

EQUIPMENT

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Does Not Meet

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Meets

Does Not Meet

N/A

INSPECTION FINDINGS (full narrative required for any area identified as "Does Not Meet")
