

STAFF REPORT:

PLANNING & BUILDING SERVICES (BUILDING & BY-LAW)



REPORT TO: Planning & Building Services
MEETING DATE: November 2, 2009
REPORT NO.: SRB.09.21
SUBJECT: Towing Contract
PREPARED BY: Greg Miller, Manager Building & By-law

A. Recommendations

THAT Council receive Staff Report SRB.09.21 respecting the towing of vehicles contract and to authorize the Mayor and Clerk to execute the Towing Contract with The Blue Mountains Towing Association for a 5 year term from January 1, 2010 to December 31, 2015.

B. Background

In early 2003 it became apparent that there was a need to formalize towing arrangements with local towing contractors. This was primarily due to our need, Town By-law Enforcement and the OPP, to have 24/7 service with some certainty as to pricing. In response to this, the OPP took the lead in making arrangements for the creation of a local Towing Association to provide the services necessary. The original contract was for a two year period, 2004 – 2006 and was subsequently extended for a further three year period. The Towing Contract authorized by Council in 2007 expires on December 31, 2009. The table below outlines the contract proposed with no changes being made in this area. Town Staff are recommending the approval of the new agreement.

NEW AGREEMENT	PRICE (G.S.T. not included)
Towing (Within 10 km. of impound yard)	\$125.00
Towing (Over 10 km. of impound yard)	\$125.00 + \$2.00/kilometre over 10 kilometers
Towing (Impaired or unsafe within 10 km. of impound yard)	\$150.00
Towing (Impaired or unsafe over 10 km. of impound yard)	\$150.00 + \$2.00/kilometre over 10 kilometers
Dollies or tilt n load (Added to tow rate)	\$50.00
Impound Fee	\$35.00
Winching (Minimum)	\$15.00
Storage Fee (Per 24 hour period)	\$50.00
After Hours Release (11:00 pm to 7:00 am)	\$60.00

C. The Blue Mountains' Strategic Plan

"Providing a strong, well managed municipal government."

D. Budget Impact (cc: Treasury if required)

N/A

E. Addendums

1. Copy of the new contract from January 1, 2010 to December 31, 2015.

Respectfully submitted,

Greg Miller
Manager, Building & By-law/CBO

David Finbow
Director, Planning & Building Services

THE BLUE MOUNTAINS TOWING ASSOCIATION

TO: Town of The Blue Mountains Police Services Board
c/o John Trude, Detachment Commander, Ontario Provincial Police

AND TO: Town of The Blue Mountains By-law Enforcement Office
c/o Greg Miller, Manager, Building & By-law

The following contract and fee schedule covering the period from January 1, 2010 to December 31, 2015 is submitted for your approval by the Towing Companies on the list attached to this letter.

Towing (Within 10 kilometers of impound yard)	\$125.00
Towing (Over 10 kilometers of impound yard)	\$125.00 + \$2.00/kilometer over 10 kilometers
Towing (Impaired or unsafe within 10 km of impound yard)	\$150.00
Towing (Impaired or unsafe over 10 km of impound yard)	\$150.00 + \$2.00/kilometer over 10 kilometers
Dollies or tilt n load (Added to tow rate)	\$50.00
Impound Fee	\$35.00
Winching (Minimum)	\$15.00
Storage Fee (Per 24 hour period)	\$50.00
After Hours Release (11:00 p.m. - 7: a.m.)	\$60.00

G.S.T. is **NOT** included in the above rates and will be added to the bill.

Fees are **NOT** to exceed the posted rates in the fee schedule.

In consideration of the above, the companies signing this contract agree to provide the Town of The Blue Mountains Police Services and By-law Enforcement with towing and impounding from January 1, 2010 to December 31, 2015 with the option of a one or two year extension, **EXCLUDING** motor vehicle accidents medium & heavy towing, under the attached conditions and rules.

THE BLUE MOUNTAINS TOWING ASSOCIATION

Conditions & Rules (January 1, 2010)

The Blue Mountains Towing Association hereby agrees to provide towing and impounding services for:

- Vehicles towed by authority of Federal, Provincial Statute or Municipal By-law.
- Vehicles seized for expert examination.
- Recovery of stolen or abandoned vehicles.

The Blue Mountains Towing association hereby agrees to provide towing and impounding services under the following terms and conditions:

1. Maintain a 24 hour 7 days a week service.
2. Maintain sufficient towing vehicles and equipment to meet the needs of the Police Services and By-law Enforcement.
3. Provide towing operators qualified to provide safe and adequate towing service.
4. Meeting or extending all towing regulations in the Highway Traffic Act, as to: operators, towing equipment, emergency lighting and attachment.
5. Provide equipment suitable for towing modern, luxury, or high performance vehicles, i.e. wheel lift and/or tilt n' load.
6. Provide a secure storage area, (pound) properly fenced in accordance with the applicable zoning by-law, and within the Town of The Blue Mountains or Town of Collingwood Town limits.
7. Keeping the pound locked and signed, as approved by the Staff Sergeant or designate.
8. The pound must **AT ALL TIMES** be accessible to the police, vehicle owners, or agents on inquiry or request.
9. Maintaining a log of all vehicles towed, stored, and released. The log will note any damage to the vehicle as well as any property removed from the vehicle by the owner.
10. Providing proof of indemnity insurance for the tendered period, in the amount of \$5,000,000.00 when the tender is signed.
11. Providing a rate schedule for towing (see front page).
12. Providing a rate schedule for daily storage and/or weekly must accompany the tender (see front page).

Any new member wishing to become a member of The Blue Mountains Towing Association must be recommended by the Town of The Blue Mountains Police Services Board and by the Town of The Blue Mountains Detachment of the Ontario Provincial Police ("O.P.P.") to our Association. This proposal must be due to the fact that Council and the O.P.P. feel the need for enhanced assistance. The application of the said company shall do so in writing, and must meet all the criteria of the most up to date rules of The Blue Mountains Towing Association.

The successful tender (Towing Service) must provide:

1. Documentation or receipts for signature of Police Officer or By-law Enforcement Officer authorizing the towing and impounding.
2. To release the vehicle from the pound only on the signature of the officer investigating or his designate.
3. Disposal of unclaimed vehicles in accordance with the provisions of the Warehouseman Receipts Act, R.S.O. 1990.

In addition, the towing service will carry on all vehicles sufficient tools to clear debris from the roadway, as caused by accidents.

The towing service will make every effort to provide priority service to The Blue Mountains Police Services and By-law Enforcement.

Failure on the part of the successful tender to comply with the above terms and conditions shall constitute a violation of the tender and will result in immediate cancellation by the Town of The Blue Mountains.

The O.P.P. will be financially responsible for those documents and/or receipts that are signed by police officers, or other police personal so authorized.

The Town of The Blue Mountains will be financially responsible for those documents and/or receipts that are signed by its By-law Enforcement Officers.

The Blue Mountains Police Services Board
c/o O.P.P.
201 Ontario Street
Collingwood, Ontario L9Y 3Z5

I/We acknowledge and agree to the prices, terms and conditions listed above.

Name: _____ Signature: _____

Date: _____

For: Kells Service Centre Inc.
80 High Street
Collingwood, On
L9Y 4V6
(705)445-3421

Name: _____ Signature: _____

Date: _____

For: Blue Mountain Towing
Box 538
Collingwood, On
L9Y 4B2
(705)444-7645

Name: _____

Signature: _____

Date: _____

For: Currie's Towing Service
Box 508
Collingwood, On
L9Y 4B2
(705)444-4740

I/We acknowledge the contract and the fee schedule as recommended by The Blue Mountains Police Services Board on behalf of the Corporation of the Town of The Blue Mountains

Date: _____

Name: Ellen Anderson, Mayor
Town of The Blue Mountains

Signature: _____

Name: Stephen Keast, Clerk
Town of The Blue Mountains

Signature: _____

We have authority to bind the Corporation.

The Blue Mountains Towing Association
80 High Street
Collingwood, Ontario
L9Y 4V6

RULES

1. Member must be a tax payer of the Town of The Blue Mountains or the Town of Collingwood. Applicant must show proof of being in business in the Town of The Blue Mountains or the Town of Collingwood for a minimum of two (2) years.
2. The Blue Mountains Towing Association (TBMTA) members must provide a vehicle storage compound with a minimum of six (6) foot high chain link fence, or solid wood fence, or sheet steel fence or other equivalent material, or building with locking gates or doors to provide a secure storage for a minimum of two (2) vehicles. In the event of an association member not having such an enclosure or building, he/she must provide proof in writing to the association of the location and the facilities and the name of the individual or company that he/she is renting, leasing or acquiring the building, compound or enclosure. This building, compound, or enclosure must be within the Town of The Blue Mountains or the Town of Collingwood. If at any time a TBMTA member changes the location of their compound, and/or makes any adjustments relating to their compound it is to be reported to the TBMTA member in charge of compounds. All member's compounds are to be inspected yearly by the said member in charge of compounds. **Association members may not be affiliated to or have their compound adjacent to an automobile body repair shop.**
3. When a member receives a call from the TBMTA dispatch service he/she may either accept or decline the call. If the call is declined, the member must advise the TBMTA dispatch service that the company is unable to dispatch a truck. The member must advise the answering service why he/she is declining the call. If a call is forwarded by a member to another member, dispatch must be notified at the time of the call and reason for same. No long term arrangements of this nature are to be made, as this arrangement could in effect increase another member's area. (Long term meaning more than one (1) day). Members must be able to dispatch a tow truck immediately. The call may be forfeited after forty five (45) minutes.
4. If a TBMTA member fails to answer his/her phone on three consecutive occurrences from the TBMTA dispatch service, or answers the phone but declines the call on three (3) consecutive occurrences, his/her card will be pulled from the system and remain from the system until he/she gives the disciplinary committee a valid reason for not answering the phone or declining the calls on three (3) consecutive occurrences.
5. If the TBMTA member is unable to accept dispatch due to sickness, or truck out of service, he/she is required to notify the TBMTA dispatch to remove his/her card from the system. When he/she is again able to accept TBMTA dispatch calls, he/she will notify the TBMTA dispatch and his/her card will be put back in the system. Rule four (4) would not apply.
6. An "owner's request" call originating from the O.P.P. or The Blue Mountains By-law Enforcement must go through the TBMTA dispatch to the member requested and will count as a rotation call.

7. All tow trucks owned or operated by TBMTA members, when responding to an O.P.P. or The Blue Mountains By-law enforcement call received from the TBMTA dispatch, must be equipped with the following: broom, shovel, dollies, a minimum of one hundred (100) feet of cable, lights as per the Highway Traffic Act and a minimum of one (1) eight (8) inch revolving light and be in a safe mechanical condition. If a tilt n' load equipped truck with a winch is used, the dolly requirement would not apply. Company name and location must be painted on all towing vehicles and tilt n' loads. Each member will supply proof of annual Inspection Certificate (Yellow Sticker), ownership, insurance and for each of their vehicles pertaining to the towing for the TBMTA to the committee involved. Also, a Certificate of Insurance addressed to the TBMTA must be provided, and reissued every time insurance is renewed or if you change companies. Each vehicle must have a current annual safety in accordance to the Highway Traffic Act. Copies of the certificates must be given to the Collingwood and The Blue Mountains O.P.P.
8. A TBMTA member who receives a call from the TBMTA dispatch where his/her services are not required on his/her arrival, or if the call is cancelled and he/she is called back, the TBMTA dispatch must be notified and his/her card will not be rotated. The exception to this would be if the call was cancelled due to the response time, i.e. forty five (45) minutes plus. If response time is going to be over thirty (30) minutes the member is to notify dispatch, if you are late arriving and a second company is called, you must forfeit the call. If the office attending asks you to remove the vehicle, you do so for the other member at no charge.
9. If a TBMTA member is dispatched by the TBMTA dispatch to assist another company, that member who accepts that call will be rotated.
10. Assistance by a TBMTA member at an accident that he/she happens to come upon is permissible. **Soliciting is not permitted.** The call to remove vehicles from the accident scene must be received by the TBMTA member from the TBMTA dispatch. Otherwise, it will be considered soliciting and a suspension could result as per the current legislation.
11. When the TBMTA member receives a call from the TBMTA dispatch to dispatch a tow truck, he/she will advise the TBMTA dispatch and his/her estimated time of arrival at the occurrence he/she is being dispatched to. Tow trucks should arrive at the scene in a reasonable length of time, not exceed three quarters (3/4) of an hour.
12. The disciplinary committee of the TBMTA will consist of two (2) members, and the O.P.P. liaison officer. Their majority decision will be final. In the case of a complaint against a committee member, that member will not be allowed to vote. The chairman will take the place and vote as he/she interprets.
13. If a TBMTA member lays a complaint against another TBMTA member for an alleged violation of the TBMTA rules, he/she must do so in writing, stating accurate time, date, place and facts not hear say pertaining to the issue, a copy of which is to be distributed to the complaintee as well as the discipline committee at our next meeting. There will be no discussion regarding the above until the discipline committee confirms their results. No verbal complaints will be received by the answering service.
14. An owner is responsible for the conduct of the towing service drivers. Any conduct deemed by the O.P.P. or the Town of The Blue Mountains to be inappropriate will result in a suspension or termination from The Blue Mountains Towing Association.

15. If a TBMTA member is absent from two (2) consecutive TBMTA meetings he/she could face a possible suspension unless he/she can give a reasonable explanation for his/her absence.
16. Any new company wishing to become a member of The Blue Mountains Towing Association must be recommended by the Town of The Blue Mountains Council/Police Services Board and The Blue Mountains and Collingwood Detachment of the Ontario Provincial Police. This proposal must be due to the fact that Council and the O.P.P. feel the need for enhanced assistance. The application of the said towing company shall do so in writing, and must meet all the criteria of the most up to date rules of the Association. All owners must provide a criminal background check and drivers abstract for each driver including themselves. This is required at every renewal and if new drivers are hired. Copies of these must be given to the O.P.P. and the Town of The Blue Mountains. The Town of The Blue Mountains or the Police Services Board can request a criminal check of drivers abstract at anytime. Failure to comply with this request will result in immediate suspension from the Association.
17. For the purpose of legal matters no one (1) member is liable for the actions of another member, and no member is allowed to use the association name for legal matters developed out of their work.
18. Each TBMTA member will carry a minimum of five million (5,000,000) dollars worth of liability insurance, a minimum of thirty thousand (30,000) dollars cargo insurance. Each member will supply proof of insurance to the insurance committee. A letter of confirmation from the insurance company directly addressed to The Blue Mountains Towing Association stating the above insurance is enforced.
19. The following penalties will apply for violation of rules:
 - First offence: Two (2) call suspension.
 - Second offence: Fine of two hundred (200) dollars per offence with a maximum of four (4) offences in a twelve (12) month period.
 - Four offences in a twelve (12) month period will result in indefinite suspension, to be reviewed by the disciplinary committee in three (3) months.
 - All fines must be paid before your company is reinstated.
 - Conduct during the suspension period could determine further disciplinary action. The penalty imposed will be reviewed by the disciplinary committee.

Failure of payment of fines or serving suspension time will result in termination from the association.

20. Any changes or amendments to the Rules or By-laws may be made at the yearly June meeting by a majority vote in favor by the members present at the meeting.
21. If a TBMTA member wishes to advertise in the yellow pages of the local Bell Canada telephone book they may do so by purchasing a 4" by 1&3/4" ad for their own individual towing business. If a larger ad is purchased a fine of five hundred (500) dollars will be issued to all parties involved. Failure to pay the said amount could result in indefinite suspension.

22. No scanners allowed in any vehicle or use, under contract with The Blue Mountains Towing Association.
23. No tow trucks are to be in 200 meters of any accident scene on any street or highway within the Town of Collingwood or the Town of The Blue Mountains, unless otherwise directed by the O.P.P.