



# NIAGARA REGIONAL POLICE SERVICE TOW ROTATION AGREEMENT

**This application list is only for towing  
where secure inside storage is not required.**

This application is between the Niagara Regional Police Service (the "N.R.P.S.") and the named company/business to be on the Niagara Regional Police Service-Communications Unit list of Tow providers.

This list will be used to provide tow trucks services to the police and public where the public has not requested a specific tow company/business.

The Applicant has read the rules attached to the application form and agrees to comply with them. The Applicant further agrees that failure to comply with any one of the rules can result in being suspended from the Niagara Regional Police Service – Communications Unit List of Tow providers.

## **Definitions**

**Applicant means** ... the company/business requesting to be listed on the Niagara Regional Police Service Tow Rotation List.

**Client means** ... the registered owner and operator of a vehicle required to be towed, or in the absence of such owner, the agent of the owner, duly authorized to exercise control and operate the vehicle, or any person having lawful custody of a vehicle required to be towed.

**Driver means** ... the tow truck driver.

**Towing Administrator means** ... a member of the N.R.P.S. responsible for maintaining the Tow Rotation List, conducting investigations into infractions of the towing agreement and enforcement of penalties.

Any infractions or breaches of this agreement will result in the Applicant being removed from the tow rotation list -

- (a) Seven (7) days for first incident;
- (b) Fourteen (14) days for second incident;
- (c) Thirty (30) days for third incident; or
- (d) Permanently upon the occurrence of the fourth incident.

## **Rules of Application**

1. The Applicant is a currently licenced tow truck operator pursuant to Regional Municipality of Niagara Police Services Board Licencing By-law #285-2008 and continues to abide by the rules set out in such by-law. Applicant must ensure all his drivers are properly licenced under the Bylaw 285-2008 and covered under W.S.I.B., if applicable.

2. The Applicant must have a business and tow storage compound in the Municipality in which the Applicant has applied to conduct business. Only one (1) compound is permitted in each Municipality and the Applicant must comply with the municipal by-laws of the area in which it operates. The tow compound must be of a size that allows for the storage of a minimum of 6 automobiles. If the storage compound is shared with other towing businesses, each towing business must have storage for a minimum of 6 automobiles within the tow compound.

3. Only one licensed Applicant within a municipality is entitled to be placed on the tow rotation list for such municipality. For clarity, Applicants with more than one towing business or entity (i.e. corporation, partnership, sole proprietorship, etc.) in a municipality under the same management or effective voting control are entitled to only one placement on the tow rotation list.

4. The Applicant must have a minimum of one licenced tow truck in the municipality to be eligible to be on that Tow Rotation List.

5. The Applicant will notify the Tow Administrator, in writing, at least 30 days prior to any change of business, address, business name, phone number, storage location or facility structure.

6. The Applicant shall provide the Niagara Regional Police Service with one (24 hour) telephone number to be called for dispatching of their tow trucks.

7. Dispatchers will let the phone ring 7 times before moving on to the next tow provider on the list.

Failure to answer the phone will be treated the same as a refusal to provide the tow services. An Applicant can either accept or decline a call. If they decline a call or do not answer their registered telephone number, the Applicant forfeits its position on the rotation. If they decline a call or do not answer more than 3 times during any ninety (90) day period the Applicant will be removed from the tow rotation list for the periods set forth under the infraction section set out above.

8. The Applicant shall respond at any time of day or night regardless of weather conditions; to any type of occurrence requiring a tow truck, without choice, and under normal circumstances, within a maximum response time of (30) thirty minutes.

9. The Driver shall obtain a dispatch number for each call and present this number to the officer on scene upon arrival on the scene. The vehicle will not be allowed to be towed without this dispatch number.

10. **No substitution is allowed.** This includes the Applicant contracting or sub-contracting the tow services to another tow provider. If an Applicant is unable to attend within the 30 minutes after receipt of a call from the dispatcher to provide services then they are deemed to decline the call. A reason for the refusal must be provided to the dispatcher at the time.

11. Tow truck equipment, in addition to equipment required under Licencing By-law 285-2008, as amended, shall include a reflective traffic vest, wheel chocks, lockout tool set, debris container with a minimum five (5) gallon capacity, 4'-5' pry bar, broom, shovel, flashlight, first-aid kit, an overhead amber light warning system and any other equipment as required under the Ontario Highway Traffic Act or other applicable legislation.

12. Tow trucks will have permanent, clearly visible marked signs on both side doors of the truck identifying the Applicant and the Regional Municipality of Niagara Police Services Board Licence number. Lettering shall be no smaller than 15 centimeters in height. No tow truck shall display the name of more than one company or business. Signs smaller than the Applicant's identification sign described above are permitted if the Applicant works in conjunction with, or under contract to, a road-side assistance business.

13. A Driver is required to tow a vehicle by the most direct route to a location specified by police, or

a location specified by the Client, or the storage compound maintained by the towing company. Prior to towing to a specific location at the Client's request, the Driver will advise the Client of the Applicant's policy regarding method of payment for obtaining the release of the towed vehicle and the fee to be charged.

14. The Applicant shall ensure that a Niagara Regional Police Billing label (sticker) is attached to the invoice of the Client's copy for all N.R.P.S. originated tow calls. The bill will state the Client's name, telephone number, vehicle information (VIN and licence plate) and location that the vehicle is being towed from and to.

15. At the scene, the Driver will provide a business card and information relating to where the vehicle is being towed to the Client or to police in the event the Client has left the location for medical attention.

16. The Applicant will provide twenty-four (24) hour service and twenty-four (24) hour **Emergency** access to their compound. All compounds must be completely secure with a six-foot high fence having a locking gate. The compound shall have a clearly posted a 4'x4' sign at its entry listing the Applicant's name, twenty four (24) hour telephone number and fee for releasing vehicle after normal business hours. An additional fee can only be charged for entry after normal business hours. Normal business hours are 8a.m. to 5 p.m., Monday to Friday (excluding holidays).

17. There will be no solicitation of any sort at a scene, **where the police have been called or may be called,** either personally by the Applicant, Driver or by any other agent or representative of a related industry (i.e. towing firms, body shops).

18. A towed vehicle may not be delivered to the custody of another business involved in the mechanical or auto body repair except under the express authority of the Client.

19. No Driver or other representative or employee of the Applicant shall stop within two hundred (200) meters of any **incident or collision scene where a tow truck might be called** unless requested for towing purposes by police or a party involved in the collision.

20. The Applicant shall provide the Niagara Regional Police Service Tow Coordinator in the applicable Police District with a detailed list including

incident numbers, licence plate, and the Vehicle Identification Number of all police rotation request towed vehicles stored in their compound on the first business day of each week. (Weekly Tow Return Sheet)

21. Members of the Niagara Regional Police Service have the right to attend and inspect all vehicles towed and all towing records related to each vehicle.

22. The N.R.P.S. and the Regional Municipality of Niagara Police Services Board shall not be liable for any costs related to the services provided by the Applicant. All such costs shall be borne by the Client.

23. The Applicant shall at all times indemnify and save harmless the Regional Municipality of Niagara Police Services Board, the N.R.P.S. and their officers, directors, employees, servants, agents and representatives from and against any and all losses, claims, actions, damages, liabilities and expenses (including, without limitation, legal fees on a substantial indemnity basis) resulting from claims for loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from any acts or omissions of the Applicant, its employees, servants, agents and representatives and those for whom in law it is responsible in relation to the

performance of the tow and storage services provided pursuant to this agreement.

24. An Applicant or Driver shall not act in a manner that brings or is likely to bring discredit to the N.R.P.S. A breach of this section will result in immediate suspension in accordance with infraction provisions set out above.

25. An Applicant or Driver shall not, in any manner, create the impression or hold themselves out as agents or authorized representatives of the N.R.P.S. or the Regional Municipality of Niagara Police Services Board.

26. A Driver must be sufficiently knowledgeable and skilled in the use of all equipment used in the towing services to be provided so as to provide a timely, safe, professional and efficient service.

27. A Tow Administrator shall be responsible for ensuring Applicants comply with all the rules. The Tow Administrator shall be the sole contact person for all Applicants. The Tow Administrator shall have the authority to suspend and remove Applicants from the list for periods provided in this agreement. The decision of the Tow Administrator shall be final and binding and there shall be no appeal from this decision.