

**TOWNSHIP OF CHESTERFIELD
ORDINANCE 2010- 8**

**CREATING CHAPTER 173 OF THE CODE THE TOWNSHIP
OF CHESTERFIELD ENTITLED "TOWING OF VEHICLES"**

WHEREAS, N.J.S.A. § 40:48-2.54 requires municipalities to adopt an ordinance setting forth a model schedule of towing and storage services which the municipality requires and the rates therefor; and

WHEREAS, when towing is done by the Township without the consent of the owners of the vehicles the rates shall be based on the usual, customary and reasonable rates of operators towing and storing motor vehicles in the municipality; and

WHEREAS, the Township desires to create a more uniform system which will continue to provide rotation of towing companies but will increase the administrative feasibility of rotation for the benefit of the towers and the Township; and

WHEREAS, for the convenience of the residents and the operation of the Police Department, the Township requires regulations governing storage locations and hours of operation; and

WHEREAS, the Police Department and Township Administration have prepared an ordinance to accomplish this purpose and recommends the same for adoption; and

WHEREAS, the Township Committee of the Township of Chesterfield deems it to be in the best interests of its residents to adopt such recommendations.

BE IT ORDAINED by the Township Committee of the Township of Chesterfield in the County of Burlington and State of New Jersey, that the Code of the Township of Chesterfield be and is hereby to create a new Chapter 173 entitled "Towing of Vehicles" to read as follows:

§ 173-1	Purpose and Scope
§ 173-2	Definitions
§ 173-3	Standards for Towers, Equipment, Personnel, Storage; Miscellaneous
§ 173-4	Application for Towers; License Required
§ 173-5	Term of Contract
§ 173-6	Independent Contractor Status; Hold Harmless
§ 173-7	Suspension or Revocation of License to Tow
§ 173-8	Storage and Removal of Vehicles
§ 173-9	Records Maintenance
§ 173-10	Rate Schedule
§ 173-11	Dispute Resolution

§ 173-1 Purpose and Scope.

Through its adoption, the Township desires to establish criteria for selecting towing companies to perform municipal towing services. The criteria will include the equipment required, criminal and driver histories of all operators, ability to provide twenty-four hour service, storage of vehicles in a location convenient to both the Police Department and the vehicle owner, indemnification and insurance requirements. Further, this ordinance adopts a standard application for potential towing companies, establishes maximum rates to be charged, and establishes a procedure for awarding, suspending or revoking contracts for municipal towers. It is the intent of this ordinance to provide a contractual opportunity to those towing companies that meet these standards while establishing requirements that provide convenience to the Chesterfield Police Department and residents for investigations, storage and retrieval of vehicles. It is expressly understood that towers will take all reasonable efforts to become and remain familiar with the rules, regulations

and requirements established in this Ordinance and in effect during the course of the terms of the contracts to be authorized herein.

§ 173-2. Definitions and Word Usage.

- A. For purposes of this chapter, the following terms, phrases and words shall have the meanings given, herein:

ABANDONED VEHICLE - A vehicle located on a public right-of-way not in operation and with no operator or owner visible and as defined in Title 39 of the Revised New Jersey Statutes.

BASIC TOW - means private property towing as defined in this section and other ancillary services that include the following: arriving at the site from which a motor vehicle is to be towed; 15 minutes waiting time; hooking the motor vehicle to, or loading a motor vehicle on to a tow truck; transporting a motor vehicle to a storage facility; unhooking or unloading a motor vehicle from the tow truck; and situating the vehicle in the space in which it is to be stored. "Basic tow" also includes issuing documents for the release of a motor vehicle to its owner or other person authorized to take the motor vehicle; issuing an itemized bill; three trips to the motor vehicle in storage, which, if applicable, include making a vehicle available to an insurance appraiser or adjuster; issuing documents for the release of a motor vehicle to its owner or other person authorized to take the motor vehicle; and retrieving a motor vehicle from storage during the hours in which the storage facility is open.

CHIEF OF POLICE - means the Chief of Police of Chesterfield Township or his designee.

DEBRIS - shall include but not be limited to, glass, sheet metal, fiberglass, fluids, tires, vehicle components and other material that may normally be associated with a motor vehicle accident.

DECOUPLING - means releasing a motor vehicle to its owner or operator when the motor vehicle has been, or is about to be, hooked to or lifted by a tow truck, but prior to the motor vehicle actually having been moved or removed from the property.

DISABLED VEHICLE - Any vehicle located on or along any public right-of-way, not in operation and with no operator visible and/or not legally parked, shall constitute an inoperable vehicle.

EXTENDED SITE CLEAN-UP - is the removal of debris at the point of impact, as well as along the path of pre-impact and/or post-impact, where vehicle disintegration and/or other property damage occurred as a result of the motor vehicle accident or incident and shall be included by the terms of the contract.

FULL CAPACITY TOWER - a tower with the capability and equipment to handle all tow regardless of class or weight of vehicle.

GEOGRAPHIC CENTER OF CHESTERFIELD - for the purposes of this ordinance, the geographic center of Chesterfield shall be the intersection of Bordentown-Chesterfield Road (CR 528) and Chesterfield-Crosswicks Road (CR 677). All measurements taken from that location shall be by radius and without regard to actual roadways.

IMPOUNDED VEHICLE - Any suspected stolen, unregistered, uninsured, unsafe vehicle or any vehicle suspected of being involved in a criminal investigation on which a "HOLD" has been placed by the Police Department.

LIMITED CAPACITY TOWER - a tower with the capability and equipment to tow only medium and low duty tows as further described throughout this chapter.

PERSON - Any person, firm, partnership, association, corporation, company or organization of any kind.

STANDARD SITE CLEAN-UP - is the amount of debris removal that should reasonably be anticipated at the scene of a motor vehicle accident or incident. The Standard Site Clean-up is usually confined to the point of impact, the final resting points of all vehicles and the associated debris field. The fee for this service shall be included in the removal/recovery fee that is established by the terms of this contract.

TARPING - the covering of a motor vehicle to prevent weather damage

TOW TRUCK - means a motor vehicle equipped with a boom or booms, winches, slings, tilt-beds or similar equipment designed for the towing or recovery of motor vehicles. Any truck used in service for Chesterfield towing must have adequately operating hydraulic equipment which meets current industry standards.

TOWER - A person engaged in the business or offering the services of a vehicle tower or towing service, whereby disabled motor vehicles are towed or otherwise removed from the places where they are disabled, impounded or abandoned by use of a tower or truck so designed for that purpose.

TOWING - means the moving or removing from public or private property or from a storage facility by a motor vehicle or a consumer's motor vehicle that is damaged as a result of an accident or otherwise disabled, recovered after being stolen or is parked illegally or otherwise without authorization, parked during a time at which such parking is not permitted or otherwise parked without authorization or the immobilization of or preparation for moving or removing of such motor vehicle, for which a service charge is made, either directly or indirectly. Dues or other charges of clubs or associations, which provide towing services to club or association members, shall not be considered a service charge for purposes of this definition.

TOWNSHIP - The Township of Chesterfield, located in Burlington County, New Jersey.

TRANSMISSION DISCONNECT - means manipulating a motor vehicle's transmission, so that the motor vehicle may be towed.

VEHICLE - Any motor vehicle of any type or size, including but not limited to passenger vehicles, trucks, trailers and other heavy vehicles and equipment.

WAITING TIME - means any time a towing company spends at the site from which a motor vehicle will be towed, during which the towing company is prevented from performing any work by another individual, beyond the time included as part of a basic tow.

WINCHING SERVICE - Any operation in which a vehicle is moved onto a roadway, from a position off the roadway, or any other operation in which substantial work is required to prepare a vehicle for normal towing. Winching includes righting a motor vehicle that is on its side or upside down. Winching is not the standard pulling of a vehicle onto a tilt-bed carrier or lifting a vehicle with a conventional tow sling. Winching shall be based upon each half-hour spent performing winching.

WINDOW WRAP - means any material used to cover motor vehicle windows that have been damaged.

- B. When not consistent with the context, words used in the present tense include the future; words in plural number include the singular number; and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

§ 173-3. Standards for Towers, Equipment, Personnel, Storage; Miscellaneous

A. Standards for Tower Personnel

- (1) The tower shall have a sufficient number of employees available to comply with the minimum operational requirements of this chapter. The number of employees on duty, on call and available to respond 24 hours a day, seven days a week shall not be less than three (3) qualified individuals.
- (2) No person shall be utilized for towing or perform any services under this contract unless the Township has obtained a criminal background and motor vehicles records check and the individual has been granted approval by the Chief of Police. A driver shall be automatically disqualified where the individual has been convicted of a crime of the fourth degree or higher. Any driver convicted of a disorderly persons offense shall be authorized at the discretion of the Chief of Police taking into account the nature of the crime, the date of the event and efforts taken by the individual to make societal amends.
- (3) The tower shall submit with the application to the Township the names and addresses, driver’s abstracts and criminal history authorization forms of all proposed drivers and employees who will be rendering service under this contract on behalf of the tower. This information will be kept current to the Township by the tower.
- (4) Background checks will be performed internally by the Chesterfield Police Department as well as through the New Jersey State Police through a fingerprint system. Applicants will be required to submit fingerprint background checks through the Morpho Trak System. All costs associated with the fingerprint background check will be born by the applicant.
- (5) All tower/operators shall be over the age of eighteen (18) years and must have a valid, current New Jersey driver’s license with no restrictions or conditional endorsements except condition requiring glasses. All Commercial Driver Licenses requirements

must be met to operate Commercial Driver's License equipment. The applicant will provide a certified motor vehicle abstract for each driver listed on its application. The abstract must have been prepared by the New Jersey Division of Motor Vehicles within one hundred and twenty (120) days of submission to the police department. All costs associated with obtaining motor vehicle abstracts will be born by the applicant.

- (6) Upon completion of an annual criminal and motor vehicle background check, each passing employee shall be included on a list of approved operators maintained by the police department. No operator shall respond to a police tow dispatch unless said operator's name appears on the approved operators list. Any tow company that permits an operator not on the approved list to respond to a police tow dispatch will be subject to the provision of Section 173-7 of this ordinance
- (7) It shall be the responsibility of the tower to require that their employees/tow operators are competent, efficient, courteous and knowledgeable in the legal and technical requirements of emergency towing and/or recovery of vehicles. A program of continuing in-service training for driver operators is mandatory, such as a national certification (TRAA level I, II or III). Towers shall be active members in good standing of the Garden State Towing Association and/or the Wrecker Towing Association and provide proof of same at the time of submission of the application.
- (8) It shall be the responsibility of the tower to insure that all tow truck operators who respond to incident scenes receive training in the recognition of and the response to hazardous materials prior to towing in Chesterfield Township. Such training must include, but not be limited to, the "First Responder Operations Level" as defined by the New Jersey Department of Health. Valid certificates of training must be supplied with application. Employees shall be outfitted in a standard uniform and be equipped with DOT and ANSI approved Level III traffic safety vests to be worn at all times while actively engaged in vehicle removal.
- (9) The tower shall be solely responsible for all requested tows and shall not sub-contract or sub-lease tows or personnel. The Chief of Police shall have the authority to permit such actions based upon a set of conditions that create an emergent circumstance.

B. Standards for Equipment

(1) The Township shall establish two (2) lists of towers: the primary list shall include both limited and full capacity towers. The secondary list shall be for full capacity towers only. The tower shall have sufficient equipment to tow any size vehicle utilizing the highways, streets and roads in the Township of Chesterfield for the type of tow contract requested in the application. The minimum requirements for full capacity towers are one heavy-duty large-capacity wrecker minimum of twenty-five-ton capacity, one medium-duty wrecker minimum of ten-ton capacity and two light-duty flatbeds, minimum four-ton capacity. The limited capacity towers shall meet these vehicle requirements minus the heavy-duty large-capacity wrecker. All vehicles must be in compliance with all safety standards and equipment required as listed in N.J.S.A. 39:3-43 et seq. including emergency lights, equipment, reflectors/flares and permits. Tower's name shall be prominently displayed in such a manner to conform to the provisions of N.J.S.A. 39:4-46. The specifications are as follows:

a. Heavy Duty

- i. Minimum of twenty-five ton capacity.
- ii. Air brakes.
- iii. Minimum 1,100 by 22.5 tires with dual rear wheels
- iv. Air fittings for releasing air-pressure-lock brakes on dump trucks and tractor-trailers.
- v. Under reach capabilities
- vi. All required ICC safety equipment must be carried.
- vii. Must meet or exceed all federal and New Jersey Division of Motor Vehicle requirements.
- viii. Portable safety lighting to be installed on rear of towed vehicle.
- ix. Off-side truck winching.

b. Medium Duty

- i. Minimum ten-ton capacity.
- ii. Minimum 1,100 by 22.5 tires with dual rear wheels
- iii. Chassis requirements should be 10 tons gross weight.
- iv. Steering wheel lock for towing vehicles from the rear.
- v. Wheel lift under reach capacity.
- vi. All ICC safety equipment must be carried.
- vii. Must meet or exceed all federal and New Jersey Division of Motor Vehicle requirements.

- c. Light Duty
 - i. Minimum of four-ton capacity
 - ii. Chassis requirements should be 10,000 pounds gross vehicle weight and dual rear tires.
 - iii. At least two (2) vehicles to be flatbeds .
 - iv. All ICC safety equipment must be carried.
 - v. Must meet or exceed all federal and New Jersey Division of Motor Vehicles requirements.

- (2) At the time of the submission of the application, the tower shall submit proof satisfactory to the Township and the Police Department of ownership of the required vehicles. Adequate proof shall be proof of ownership by recorded title of the required number of vehicles necessary to meet the chapter requirements or executed lease/rental agreement for the equipment required extending six (6) months beyond the length of the term. Failure to submit the aforementioned satisfactory proof shall result in the disqualification of the tower.

C. Standards for Storage Yard

- (1) The vehicles must be towed to a location containing a minimum storage area sufficient for the storage of twenty (20) vehicles. The applicant shall submit as part of the application process proof that he owns or can lease the aforementioned minimum storage area. For the convenience of the public and for the Chesterfield Police Department for investigative purposes, the storage area must be located within a fifteen minute drive of the geographic center of the Township. If the tower has an option to lease the required storage area, he shall submit with his application a copy of the option agreement, containing the legal description together with a copy of the survey of the land. The lease shall extend to at least one (1) year after the termination of the contract. The surveys as required herein shall have set forth thereon a certification by the surveyor to the Township as to the square footage within the storage area as surveyed. The storage area shall meet the following requirements:
 - a. The land used for the storage of vehicles shall meet zoning requirements and/or have achieved zoning approvals for such use and must meet all applicable municipal codes.
 - b. No towed vehicle may be parked upon the public street and shall be stored by the tower within the storage area as hereinafter defined.

- c. The storage area shall be manned by an employee authorized to release vehicles Monday through Friday from 9:00 a.m. to 5:00 p.m. and Saturdays from 9:00 a.m. to 12:00 p.m., holidays excluded.
- d. During unmanned hours, the storage area must be accessible by the police with twenty (20) minutes notice.
- e. The storage area shall accept all types of cars and trucks and be able to hold at least twenty (20) standard vehicles.
- f. The entire land area shall be enclosed by a fence of sturdy construction of at least six (6) feet in height and shall be secured with adequate lighting from dusk to dawn in accord with Township zoning regulations.
- g. All the land proposed to be utilized by the tower for storage shall be level and clear of all debris and must be clearly marked (1) to prevent unauthorized access; (2) with the name and number of the towing company and hours of operation. Said signage shall conform to zoning standards.
- h. The tow office/reception area shall be an enclosed part or portion of a regular structure which offers protection from the elements and is climate controlled for the customers and employees alike. Temporary trailers or makeshift enclosures are not permitted unless said building possesses all required zoning and construction approvals and accessibility requirements.
- i. The tower shall be responsible for each vehicle and its content in the tower's possession until final disposition and removal as permitted by the Township. All vehicles, regardless of condition, shall be stored singly and so arranged to permit inspection and subsequent removal. Adequate walkway inspection space between vehicles shall be provided at all times.

D. Legal Requirements

- (1) Response Times. The tower shall be available twenty-four (24) hours a day, seven (7) days a week for the use of the Township at the direction of the authorized representatives of the Police Department as per the rotation requirements hereinafter set forth. The Police Department/Central Communications shall utilize a rotational towing list. Towers shall be called or dispatched on a

rotational basis by the Police Department/Central Communications. If the tower is an limited capacity tower, as defined herein, the Township reserves the right to utilize a tower from the full capacity list if conditions warrant. In the event that said tower is unavailable with respect to a particular incident, then the next tower on the primary rotation shall be called or dispatched to the scene. The rotation lists shall be as a result of the receipt and review of the approval of the aforementioned applications and the award of a contract with respect thereto. In the event that none of the towers set forth on the primary rotation list are available or are able to provide the appropriate services as requested by the Township, or if an emergency exists, the Township may request such services from any other available source. In such cases, the tower will tow the vehicle to a location identified by the Police Department and will be eligible for towing charges only. During adverse weather conditions, heavy traffic conditions or emergency conditions, the towers on the rotation list shall give priority to requests from the Township over any other request which may be received by the tower.

- (2) When called, the tower must respond to the scene within twenty (20) minutes of the call from police dispatch.
- (3) Stand-By Service Periods. In addition to the service requirements of this chapter, the tower shall be required to furnish extra towing equipment and service during storm periods, periods of snow emergencies, traffic emergencies, disasters, any acts of God and for any other reason when so designated by the Township and/or Chief of Police, or their duly authorized representatives. During such periods which are herein referred to as standby service periods, the tower shall be required to furnish adequate equipment and service to be held ready to remove all types of vehicles. Standby service will begin when the Chief of Police calls the tower initially and will end when he terminates the standby status by calling the tower. The Township reserves the right to designate temporary areas owned or leased by the Township for the storage of vehicles in said area at the direction of the Chief of Police.
- (4) Debris Removal:
 - a. It shall be the responsibility of the tower to provide for the clean-up and removal of debris from the scene of any incident that requires towing and/or recovery service, with the understanding

that the debris to be removed must be a direct result of the incident that necessitated the services of the tower.

- b. The tower shall be responsible for the clean-up of all fluids contained on the paved roadway, which are discharged from a damaged vehicle, which does not meet the requirements of a Hazardous Materials incident. Such clean-up shall include gasoline, diesel fuel, oil, antifreeze, hydraulic brake fluid, transmission fluid and other such fluids which can reasonably be anticipated to be discharged from a damaged vehicle. Fluid clean-up and removal shall be in accordance with the applicable State and Federal regulations for clean-up and remediation. The tower shall carry the appropriate equipment for said clean-up. It shall be incumbent on all towers and personnel to be familiar with state and federal requirements regarding hazardous material cleanup.
- c. Clean-up shall be completed prior to the departure of any tow vehicle.

(5) Indemnity and insurance:

- a. The tower shall indemnify and hold harmless the Township of Chesterfield from any and all claims against the Township of Chesterfield arising out of the operation of any towing services, garage services, storage services, or repair services, under this chapter.
- b. Insurance Requirements.
 - i. Workers Compensation and Employers Liability Insurance - A tower shall procure and shall maintain worker's compensation insurance in accordance with statutory requirements for all of his/her employees to be engaged in work on the project.
 - ii. General Liability Insurance. - The tower shall procure and maintain, during the entire time it is performing services under Chapter 173 of the Township Code, General Liability insurance of not less than One Million Dollars (\$1,000,000.00) bodily injury and property damage in any one occurrence.
 - iii. Automobile Liability Insurance. - The tower shall procure automobile liability insurance for claims arising from owned, hired, and non-owned vehicles with limits of not

less than One Million Dollars (\$1,000,000.00) any one person; Two Million Dollars (\$2,000,000.00) any one accident for bodily injury and/or property damage; which insurance shall be maintained during the life of this contract.

- iv. Garage Keepers Liability Insurance. - The tower shall secure and maintain during the life of this Contract Garage Keepers Liability insurance in an amount not less than Sixty Thousand Dollars (\$60,000.00) per location.
- v. Public Liability and Property Damage, Contingent Liability Insurance. - The tower shall also carry public liability and property damage, contingent liability insurance to indemnify the Township of Chesterfield and the public against any loss due to injuries, accidents or damages of any character whatsoever, where any such damage is the result of any act or omission of the tower, his agents or employees in or due to the execution of the work called for under the contract and this chapter. Such policies shall contain the provision that thirty (30) days' notice of change or cancellation be given to the Township by the insurance company. Public liability insurance limits shall be at least \$500,000 per accident and be specifically endorsed to provide collision insurance for vehicles in tow. In addition, the tower shall have coverage for contractual liability and also name the Township as an additional insured. All insurance required hereunder shall remain in full force and effect for the period of the contract. Insurance policy shall cover on an occurrence basis.
- vi. Owner of Record or Lessee - The tower shall be the owner of record of the property used for storage or be listed as the Lessee of said property. Tower shall maintain Three Million Dollars (\$3,000,000.00) General Liability Insurance for the leased property where the vehicles are to be stored and said insurance shall be maintained for one (1) year past the conclusion of the contract period.
- vii. Certificate of Insurance. - Certificates of insurance showing that both the tower and the Township of Chesterfield are named as additional insured, in conformance with the above, shall be furnished to and filed with the Township Clerk, subject to approval of the Township Solicitor.

§ 173-4. Application for Towers; License Required

- A. Generally. The governing body of the Township, at the beginning of the assigned period, shall appoint a maximum of six (6) towers to be called by the Police Department on a per-incident rotational basis. In the event more than six (6) compliant towers apply, priority will be given to full capacity towers over limited capacity towers. A non-refundable \$500 application fee shall be paid to the Municipal Treasurer by each applicant. In the event that the tower is unavailable, then the next tower on the primary rotation shall be called. In the event that the tower assigned cannot handle a heavy duty tow, the next eligible heavy duty tow operator on the secondary tow list shall be called for that particular incident.
- B. Application process. Any person interested in being placed on the aforementioned rotation list, by way of a contract award, shall apply by providing a cover letter on company letterhead with the materials outlined in paragraph D of this section. A towing service that has met all the specifications and requirements of this chapter, and has applied to the Township, shall be placed on the towing list; however, to minimize the inconvenience to the Police Department in investigating matters, the maximum number of towing services on the Township towing list shall be six (6) such services.
- C. The initial application under the Chapter shall be due May 1, 2010 with an expected contract period of July 1, 2010 to December 31, 2012. Thereafter, applications shall be due on or before October 31 of the last year of the contract for a three year contract commencing the following January 1st.
- D. The Application shall contain at a minimum the information specified herein:
- (1) Proof that the applicant's business is located within the Township as noted on the Township's Tax Maps or within ten (10) miles of the geographic center of the Township.
 - (2) Request must indicate which category (full or limited capacity) the tower is seeking.
 - (3) List of required equipment and proof of ownership.
 - (4) Experience of applicant in regards to municipal towing, providing at least three references.

- (5) Available personnel (employees) including a copy of each driver/operator's motor vehicle abstract and authorization to perform criminal background checks.
- (6) Proper business and trade licenses and license of vehicles.
- (7) Proper proof that the tow trucks have the capability of communicating with dispatch twenty-four hours a day, seven days a week, either by cellular telephones, beepers, two-way radios, or other comparable equipment.
- (8) Proof that the storage location for all towed vehicles is located within a 15 minute drive of the geographic center of the Township.
- (9) Insurance and proofs of coverage as required by this Chapter.
- (10) List of stockholders. (form available from Township Clerk)
- (11) Non-collusion affidavit. (form available from Township Clerk)
- (12) Affirmative action affidavit. (form available from Township Clerk)
- (13) Hold-harmless agreement. (form available from Township Clerk)
- (14) Certification that the applicant is able to provide towing services anywhere in the Township in accordance with the response times within this chapter.
- (15) Certification that the applicant will be available for service, owner pickups and police inspection of vehicles on business premises twenty-four (24) hours a day, seven (7) days a week and will abide by the fees set forth in this chapter.
- (16) Certification that the applicant shall consent to the appointment of the Township Clerk as the applicant's true and lawful attorney for the purpose of acknowledging service out of any court of competent jurisdiction to be served against the applicant.
- (17) New Jersey Business Registration Certificate.

D. Review of application. The Chief of Police shall conduct a background check of the applicant and any employees to be utilized in the towing and storage operation. The background check is to determine if either the applicant or its employees have been convicted of a criminal offense

within the last ten (10) years or have had their drivers' licenses suspended or revoked within the past year. Conviction of a criminal offense or suspension of a driver's license as noted shall be an incurable cause for the disqualification from being awarded the contract. The Chief of Police may conduct an inspection of the employees, vehicles, equipment and storage area proposed to be utilized by the applicant to verify the accuracy of the information contained in the application and to determine compliance with the applicable laws, regulations and standards of performance required by this chapter. The Township may, at an additional cost to the applicant, obtain a Better Business Service Bureau Report and any other reports that the Chief of Police may deem necessary. After a thorough investigation, the Chief of Police shall recommend to the Township Committee whether an applicant has met the requirements of this chapter and be awarded the appropriate contract to provide towing services to the Township of Chesterfield in accordance with the terms and conditions of this chapter.

- E. Township Committee decision. The Chief of Police shall conduct the aforementioned review and investigation and render a report to the Township Committee recommending either approval or denial of the application. The Township Committee shall take action with regard to the application and award or not award a contract. The Township shall issue a license to any qualifying and approved tower and said tower shall become part of the towing rotation up to a maximum of six (6) towers giving preference to qualifying full capacity towers.
- F. Rejection of Application. If any applicant is rejected based upon the background investigation, equipment or storage requirements, said applicant shall have the opportunity to appeal the recommendation of the Police Chief to the Township Committee according to the procedures established at § 173-7 of this chapter.

§173-5. Term; Renewal.

- A. The term of each contract shall run from the time of the award until December 31, 2012. Thereafter, the term shall be three years commencing on January 1 of the first year and terminating on December 31st of the third year.
- B. Each tower shall be required to file a new application, fee and related materials on or before October 1st of the third year term for consideration for the next three year term.
- C. At the discretion of the Chief of Police and based upon complaints received by the Township, the Chief of Police may require an annual

background check of tower's personnel. Said background check will be at the tower's expense.

§173-6. Independent Contractor Status; Hold Harmless

- A. By submission of the fee and application, the tower agrees that all personnel and equipment used under the terms of the contract shall be and remain property of the tower, and in no event shall the property or any employee of the tower be represented or considered belonging to or employed by the Township of Chesterfield. The tower shall be operating under a contract and in no way or sense is an agent or employee of the Township of Chesterfield.
- B. Hold-harmless agreement; liability.
 - (1) The tower, by submission of the fee and application, agrees to assume the defense of and indemnify and hold harmless the Township, its elected officials, boards, committees, officers, employees and agents from all suits, actions, damages or claims to which the Township may be subjected, of any kind or nature whatsoever, resulting from, caused by, arising out of or as a consequence of the provisions of providing the services required by this chapter. Prior to providing the towing services, the tower shall execute the appropriate contract containing the required hold harmless clause.
 - (2) The owner of the garage or the parking or storage location shall also agree to indemnify and hold harmless the Township and its officers, employees and agents from any and all suits, actions, damages or claims arising out of the performance of the duties specified in this chapter.
 - (3) The Township of Chesterfield shall not be liable for any service whatsoever which may be rendered to motor vehicles, and the tower shall only seek payment from the driver and/or owner of such vehicles for compensation.

§173-7. Complaints, Suspension or Revocation of License to Tow.

- A. Complaints of any kind, relative to service, overcharging, theft of parts, damage to towed or stored vehicles, discourteous treatment and the like shall be referred to the Chief of Police for investigation and recommendation to the Township Committee, if necessary. The Township shall notify the tower in writing.

- B. If the violation is not corrected within forty-eight (48) hours of the receipt of said written notice, the Township shall suspend or revoke the contract and immediately remove the tower from the rotation.
- C. Adequate grounds for a revocation of the contract shall include, but are not limited to, a violation of the terms of this chapter, fraudulent or inaccurate application information, unsatisfactory service or the violation of the New Jersey Department of Insurance Rules and Regulations or any statute or regulation of this Chapter.
- D. The tower has the right to appeal to the Township Committee within ten (10) days of the receipt of the Township's written decision and shall receive a hearing within thirty (30) days of the receipt of the notice.
- E. Upon conclusion of the hearing, the Township Committee shall determine whether to affirm, reverse or modify the Township's decision. If the Tower's license is revoked, the Tower shall not be eligible to reapply for three (3) additional years from the date of revocation at the next contract term.

§ 173-8 Storage and Removal of Vehicles

- A. Removal. Vehicles shall be removed as follows:
 - (1) Abandoned vehicles.
 - a. Abandoned vehicles as defined in Title 39 of the New Jersey Revised Statutes shall be removed under the direction and supervision of the Police Department on a twenty-four-hour-a-day basis. All calls with respect thereto shall be answered within a twenty (20) minute response time from the time of notification under normal conditions seven (7) days a week, anywhere within the Township limits, unless the Police Department determines it is not a threat to vehicle, traffic or persons, and could be removed during business hours. Abandoned vehicles shall be towed without charge to the Township to the aforementioned required storage area and stored thereon for no longer than ninety (90) days without any charges or liens accruing against the Township. Abandoned vehicles remaining after ninety (90) days may be removed from the secured area, provided that a junk title has been applied for pursuant to the provisions of Title 39, said application to be by the tower.
 - b. The tower may be penalized one hundred fifty dollars (\$150.) per day for each abandoned vehicle not removed and towed within a

reasonable amount of time after notification by the Police Department and may be grounds for termination of the contract.

- c. The requirement to tow abandoned motor vehicles shall only apply to public rights-of-way, easements, avenues and places, including public parks and playgrounds, and all quasi-public areas. The owner of private property shall be responsible for the removal of any unattended or disabled vehicles in accordance with the provisions of N.J.S.A. 39:4-56.6 and shall employ a tower of their choice.
- d. The Township retains the right to require that the abandoned vehicle shall be towed to municipal property and to retain any moneys realized from the sale of such vehicles. The Township shall pay the towers reasonable fees as set forth in this chapter for towing a vehicle sold in this manner from the proceeds of the sale. Abandoned vehicles, not claimed by the owner or lien holder, may be sold at public auction pursuant to the provisions of N.J.S.A. 39:10A-1 through 7. Prior to the sale at auction of any abandoned vehicle, the Township will obtain the appropriate junk title or certificate of ownership for said abandoned vehicle from the Division of Motor Vehicles. Otherwise, it shall be the responsibility of the tower to provide for the disposition of abandoned vehicles and the issuance of junk motor vehicle titles in accordance with the provisions of Title 39. The Township Police Department shall assist in providing any information needed for the proper disposition of such vehicles.
- e. Charges for removing abandoned vehicles at the direction of the Chesterfield Police Department shall be billed to the registered owner of the vehicle. In the event that the registered owner of the vehicle cannot be determined or located, the charges for removing the vehicle shall be applied to the price of the vehicle when auctioned. In accordance with the provisions of N.J.S.A. 40:48-2.49 et seq., storage fees that are to be applied by the Township for abandoned vehicles to be auctioned shall not exceed \$3.00 per day per vehicle for the first 30 days of storage, and \$2.00 per day for the 31st day of storage and any additional day thereafter with a limit of \$400 per vehicle, regardless of the duration of the storage. The Township, pursuant to N.J.S.A. 40:48-2.49-2.50 shall not be charged in excess of \$400 for the storage of any towed vehicle.
- f. In those situations involving the confiscation of automobiles, fatal accidents or any other situation where the Township initial legal

action or evidentiary evaluation is necessary requiring the storage of a vehicle for a prolonged period of time, the storage fees that are to be paid by the Township shall not exceed \$3.00 per day per vehicle for the first 30 days of storage, and \$2.00 per day for the 31st day of storage and any additional day thereafter with a limit of \$400 per vehicle, regardless of the duration of the storage. The Township, pursuant to N.J.S.A. 40:48-2.49-2.50 shall not be charged in excess of \$400 for the storage of any towed vehicles.

B. Vehicles not abandoned.

- (1) All vehicles involved in accidents, disablements, stolen vehicles, vehicles involved in suspected crimes and the like shall be towed and stored under the direction and supervision of the Police Department twenty-four (24) hours a day, seven (7) days a week. All calls with respect thereto shall be answered within a twenty (20) minute response time from the time of notification under normal conditions seven (7) days a week, anywhere within the Township limits. Vehicles shall be available for release between the hours of 9:00 a.m. to 5:00 p.m., Monday through Fridays and Saturday 9:00 a.m. to 3:00 p.m., excluding legal holidays. Sundays and legal holiday hours are optional at the towers discretion. As such, if the tower decides not to open on a Sunday or a legal holiday no storage charge shall be assessed if the vehicle is picked up by noon on the following normal business day. Any vehicle towed and stored after 4:00 p.m. and claimed prior to 11:00 a.m. the next day shall only be charged for one (1) day storage. If state law as its exists or may be amended from time to time requires storage facilities hours of operation at greater or different hours than those posted here, the tower shall comply to whichever provided greater hours to the public.
- (2) The tower shall arrive at the scene of the accident within twenty (20) minutes under normal conditions after police notification. Repeated late arrivals at the scene of accidents may result in the termination of the contract as otherwise provided in this chapter.
- (3) In the event that the tower has been summoned by the Township for purposes of towing a vehicle and the owner of the vehicle has also summoned his own tower and said tower arrives on the scene prior to the removal of the vehicle by the Township tower, then the owner is entitled to remove his own vehicle at no cost or expense to the owner or to the Township. There shall be no charge to the Township for the tower appearing at the scene under said conditions. The Township will make every effort to

minimize the inconvenience above to the tower. The tower will maintain its place on the rotational list.

D. Storage.

- (1) The tower shall store the abandoned and non-abandoned vehicles in the storage area as required in this chapter. The vehicles shall be stored until claimed by the owner or until auctioned by the Township in compliance with state law or as otherwise to be disposed of pursuant to state law. Vehicles to be removed shall be towed to the tower's storage area or to Township property at the discretion of the Township Police.

E. Township Vehicles.

- (1) During the towers rotation period the tower will tow any Township-owned vehicle to any location within the Township's borders without cost to the Township. The tower may invoice for mileage cost if required to tow outside Township borders. Tows beginning in Chesterfield Township, going through an adjacent municipality and returning to Chesterfield Township do not qualify for milage reimbursement.

§ 173-9 Records Maintenance

A. Records, inspection; release of vehicle. The tower shall maintain records of all vehicles towed, stored and released by him pursuant to this chapter. Records shall be kept for a seven-year period. The tower shall maintain a record of all property found anywhere in a towed vehicle, including trunk and glove compartment, if opened or key available, and the tower shall be responsible to safeguard and release the contents to the owner.

- (1) Only the Chief of Police shall have access to any part of the storage area at any time of the day or night for inspection purposes, including both indoor and outdoor areas. Authorized representatives of the Police Department or the Township Clerk or their designees shall have access to any of the records required to be kept by the tower.
- (2) The tower shall not release vehicles towed under this contract without the claimant's first obtaining a release from the Police Department.

- (3) The service, equipment and personnel are subject to periodic inspections and approval by the Township. The Township reserves the right to have a qualified person or agency make such inspections.
- (4) The tower shall submit monthly reports, on or before the 10th of the month, to the Chesterfield Township Police Department of all vehicles towed the previous month, as well as vehicles which are unclaimed from previous months. The report shall identify each vehicle by make, model, year, license plate, vin/serial number and police incident/case number. In addition, the odometer reading is needed on all vehicles left on the lot over 30 days. Motor Vehicle Commission requires this information when requesting a title for auction. The contractor further agrees to furnish the Township with such records, reports and information of services rendered as the Township may reasonably request. Failure to provide the required reports by the 10th day of the month will result in the contractor being suspended from the tow list until the report is received according to the procedures in § 173-7.

§ 173-10 Rate Schedule

A. Generally.

- (1) At the time of tow, each tower licensed shall be responsible for providing a three (3) inch by five (5) inch pre-printed card identifying the towing company's name, address, storage location, hours of operation for pickup, phone number and rates for towing and storage according to the terms of this ordinance. Said card shall be presented and explained to the owner or occupant of the vehicle on scene or, in the alternative when the owner or occupant is absent or not physically or mentally capable of receiving said card, provided to the officer requesting tow for inclusion in the police report.
- (2) Towing and storing charges and fees shall be in accordance with N.J.S.A. 40:48-2.50 as well as the provisions of this chapter. Except as otherwise provided herein, the charge and fee for towing and storage of vehicles within the Township of Chesterfield shall be in accordance with the provisions of the rules and regulations of the New Jersey Department of Insurance. The Township shall not be responsible for the collection or payment of any charges for the towing or storage of vehicles. The charges and fees and rates applicable to services performed pursuant to this chapter shall be posted in a conspicuous place visible to the

public at the tower's storage area and shall be posted on each and every vehicle. The tower shall prepare a bill for charges pertaining to each vehicle and present the same to the claimant of a vehicle. The bill shall be itemized in detail as to the actual services rendered and shall contain a statement that the claimant may complain with respect thereto to the Township. The Township will not be responsible for charges due and owing from a claimant of a vehicle. The Township shall not be responsible for the collection or payment of any charges for the towing or storage of vehicles. Vehicles impounded as a result of police investigations involving stolen vehicles or fatal/serious/suspicious accidents will not result in storage charges, however the Township reserves the right to store such vehicles at a location of its choosing. Said location will include inside storage, lock down measures, full access accountability and twenty-four, seven access by the police department.

- (3) In the event the Township conducts an auction of unclaimed abandoned vehicles pursuant to Title 39, the tower's bill for towing and storage shall be an expense of possession and sale and shall be paid from the proceeds of such auction. Each vehicle auctioned shall be a separate item for purposes of this subsection. The title fee for which the Township must pay the State of New Jersey for title certificates shall be paid by the purchaser at the auction even if the tower is the purchaser and shall be in addition to the bid price of each vehicle. In the event the Township determines to utilize the provisions of Title 39 with respect to unclaimed vehicles, the tower shall receive no compensation for its services.
- (4) The fee for towing a vehicle shall include the service rendered from the scene where the vehicle is located to the storage area and from the storage area to the curb-line of the property on which is located the storage area. The charge for towing includes any incidental and related costs such as connecting and reconnecting a transmission, drive line or axle. There shall be no additional charges for any other services, including but not limited to waiting time, cleanup costs and additional labor when the towing services as defined herein are provided, except as otherwise provided herein. The tower may charge a fee for a vehicle lockout service, i.e., when a tower responds and opens a locked vehicle when the owner/operator has locked the keys in the vehicle or is otherwise unable to open the vehicle.

- B. Charges and fees. The charges, fees and rates for vehicles to be towed and stored shall be categorized in the following manner. There will be no mileage charge for vehicles towed.

Refer to Schedule A for Towing Service Charges – Flat Fee

Refer to Schedule B for Winching Service Charges – per each half-hour of winching

Refer to Schedule C for Administrative, Storage and General Charges

Refer to Schedule D for Miscellaneous Charges

- C. Specialized equipment. In cases where the tower must hire laborers or rent or utilize specialized equipment not specified in this chapter, all reasonable charges therefor shall be paid by the owner of the vehicle, after the owner of the vehicle or his agent has given his prior written consent thereto. The consent requirement may be waived when the Chief of Police deems the vehicle to be a hazard to health or safety, whereupon said vehicle will be removed by the direction of the Chief of Police, with the owner then being responsible for all personnel, equipment and labor costs. The necessity for specialized equipment shall be determined by the Chief of Police.
- D. Unloading of goods. In the event that it is necessary to unload a vehicle which has been used for transportation of goods prior to or after towing, an agreement shall be reached between the tower and the owner of the vehicle or the owner's agent or representative as to the charge for said service. No written agreement is necessary in an emergency situation, and the Chief of Police shall determine when an emergency exists.

§ 173-11 Dispute Resolution.

- A. Disputes and adjustments.
- (1) Any disputes over the interpretation of the contract, including the reasonableness of any fees assessed, shall be settled amicably, if possible, through negotiations between the tower, the Police Department and the Township.
 - (2) In cases where the Township has been at fault in wrongfully directing that a vehicle be towed, the tower may petition the Township Committee for reimbursement of costs incurred in the towing and storage of said vehicle.

Schedule A: Towing Service Charge – Flat Fee

Class	Category	GVW (Lbs)	2010	2011	2012
Class 1	Light Duty	6,000 or less	\$150.00	\$160.00	\$175.00
Class 2	Light Duty	6001-10,000	\$150.00	\$160.00	\$175.00
Class 3	Medium Duty	10,001-14,000	\$250.00	\$275.00	\$300.00
Class 4	Medium Duty	14,001-16,000	\$250.00	\$275.00	\$300.00
Class 5	Medium Duty	16,001-19,500	\$300.00	\$325.00	\$350.00
Class 6	Medium Duty	19,501-26,000	\$350.00	\$375.00	\$400.00
Class 7	Heavy Duty	26,001-33,000	\$350.00	\$375.00	\$400.00
Class 8	Heavy Duty	33,001 and over	\$450.00	\$475.00	\$500.00

Schedule B: Winching Service Charge

Winching Service Charge (Half-Hour Rate)

Class	Category	GVW (Lbs)	2010	2011	2012
Class 1	Light Duty	6,000 or less	\$47.50	\$62.50	\$67.50
Class 2	Light Duty	6001-10,000	\$47.50	\$62.50	\$67.50
Class 3	Medium Duty	10,001-14,000	\$100.00	\$112.50	\$125.00
Class 4	Medium Duty	14,001-16,000	\$100.00	\$112.50	\$125.00
Class 5	Medium Duty	16,001-19,500	\$112.50	\$125.00	\$137.50
Class 6	Medium Duty	19,501-26,000	\$125.00	\$137.50	\$150.00
Class 7	Heavy Duty	26,001-33,000	\$125.00	\$137.50	\$150.00
Class 8	Heavy Duty	33,001 and over	\$150.00	\$162.50	\$175.00

Schedule C: Administrative, Storage, and General Charges

Administrative:

A one time administrative fee of \$20.00 payable to Chesterfield Township shall be charged to the vehicle owner and collected by the tower for each vehicle towed for the processing and maintenance of towing records. This fee shall be paid to the Township by the 10th of each month. Failure to pay this administrative fee shall result in the removal of the tower from the contract pursuant to § 173-7.

A one time removal fee of \$55.00 may be charged for each vehicle that has to be removed from the storage facility by means of towing. This fee is intended solely for those vehicles that are inoperable due to damage that requires the tower to remove the vehicle from the storage lot in order for another person or firm to remove the vehicle for disposal.

Storage:

There shall be no storage charge for any vehicle that is removed from the storage facility on the same calendar day that it is towed.

Daily Exterior Storage Charge

Class 1 through 5	\$35.00
Class 6 and 7	\$45.00
Class 8	\$50.00

Daily Interior (Covered) Charge (not including tarping)

Class 1 through 5	\$50.00
Class 6 through 8	N/A

**in accordance with §173-8(B(1)), no storage fee shall be imposed if the tower declines to provide pick-up hours on Sundays and legal holidays.

General:

The following general service calls shall apply when the tower responds to a Police request for these services. These types of service calls typically do not require the vehicle to be physically removed from the location rather the tower provides the service on scene and the vehicle is driven by the owner/operator from the scene. Should the services be unsuccessful on scene and the removal of the vehicle is required to complete the repairs/service, at the vehicle owners/operators approval, the above towing fees shall apply.

Lock-Out	\$75.00/hour**
**the hour begins upon the tows arrival on scene	
Tire Change	\$75.00 per tire
Fuel Supply	\$60.00 (includes 5 gallons of fuel)
Jump Start	\$75.00

These charges shall not apply to Township vehicles.

Schedule D: Miscellaneous Charges

Miscellaneous:

Waiting Time: waiting in excess of the initial 15 minutes from the time of arrival on scene to the start of the vehicle removal shall be calculated in 15 minute intervals. A flat fee of \$35.00 per 15 minutes of waiting time shall be permitted after the initial 15 minutes from arrival.

Excessive Clean Up: Clean up of debris in excess of what one would reasonably expect at the scene of a motor vehicle collision, as noted in §173-3J(1) through (6), shall be charged in 30 minute intervals. A flat fee of \$50.00 per half hour of excessive clean up shall be permitted.

Fluid Clean Up: A flat fee of \$10 per bag of absorbent materials used pursuant to §173-3J(5) shall be permitted. Failure to utilize a full bag will be indicative that a standard clean-up occurred and no fee shall be incurred.

Window Wrap: A flat fee of \$35 per window for window wrap shall be permitted providing the window wrap was done at the direction of the vehicle owner/operator.

Tarping: A flat fee of \$50 shall be permitted to tarp a vehicle provided the tarping was done at the direction of the vehicle owner/operator.

Transmission Disconnect: A flat fee of \$100 shall be permitted if the vehicles drive train components are required to be disconnected in order to remove the vehicle. The removal of the drive shaft, drive axel, linkage or any other component under the vehicle which said removal would permit the rotation of the vehicles tires for removal would constitute a “disconnect”.

Decoupling: A flat fee of \$35 is permitted for decoupling as defined above.

Specialized Equipment: The use of specialized equipment other than the first tow truck to recover a motor vehicle that cannot be recovered by winching or pieces of a motor vehicle that cannot be moved by hand, which may be both labor and an equipment charge billed in half-hour increments.

SECTION TWO: All Ordinances and provisions thereof inconsistent with the provisions of this Ordinance shall be and are hereby repealed to the extent of such inconsistency

SECTION THREE: If any section, paragraph, subdivision, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision and the remainder of this ordinance shall be deemed valid and effective.

SECTION FOUR: This ordinance shall take effect immediately upon final passage and publication according to law with the expectation that contracts will be awarded with a term commencing July 1, 2010.

Introduced:

Adopted: