



EVESHAM POLICE DEPARTMENT

MEMORANDUM

To: All Prospective Applicants

Subject: Towing and Impound Authority in the Township of Evesham

Date: May 29, 2024

This packet includes the documents relating to the requirements for towing in the Township of Evesham. The Tower(s) appointment shall be for a period of three (3) years commencing July 1, 2024 and shall be valid through June 30, 2027.

All application information must be completed entirely for consideration.

- Application for Towing Contract and the following attachments:
 - Storage and Location Information
 - Non-Collusion Affidavit
 - Experience of Applicant Form
 - Insurance Information (Requesting Certificate of Insurance)
 - Vehicle Information (Requesting Proof of Title and Registration as well as Towing Inventory)
 - Applicant's Certifications of Ability and Availability
 - Organizational Information
 - Available Personnel Listing and Criminal History Consent
 - Applicant's Consent Form
 - Copy of Chapter 142 of the Evesham Township Code

All requested documentation must also be provided at the time of application submission. Applicants must include a survey that certifies square footage of their facility.

Completed applications must be submitted to Lieutenant Justin Graff, Evesham Township Police Department, 984 Tuckerton Road, Marlton, NJ 08053 no later than Tuesday, June 25, 2024 along with a check made payable to "Township of Evesham" in the amount of \$100.00. This fee will be returned to unsuccessful applicants.



EYESHAM POLICE DEPARTMENT

MEMORANDUM

Successful applicants(s) will be required to comply with Affirmative Action requirements prior to commencement of service.

Any questions should be directed to Lieutenant Justin Graff at (856) 985-6030, Monday through Friday 8:00am-4:00pm.

APPLICANT: _____ FEIN/SSAN: _____

**TOWNSHIP OF EVESHAM
APPLICATION FOR
TOWING AND IMPOUND**

NAME OF APPLICANT: _____

TRADE NAME: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ WEB: _____

TYPE OF ORGANIZATION: SOLE PROPRIETOR _____ PARTNERSHIP _____
CORPORATION _____ OTHER (specify) _____

STORAGE LOCATION: BLOCK: _____ LOT: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

OWNERSHIP: _____

STORAGE AREA DIMENSIONS:

SQUARE FOOTAGE: _____ VEHICLE CAPACITY: _____

(NOTE: APPLICANT MUST INCLUDE COPY OF SURVEY CERTIFYING SQUARE FOOTAGE)

(Applicant/Officer Signature) (Affix seal if Corporation)

Sworn and subscribed before me this _____ day of _____, 2021

(Notary Signature) My Commission expires _____

APPLICANT: _____

FEIN/SSAN: _____

NON-COLLUSION AFFIDAVIT

I, _____ of the City of _____ in the
County of _____ and the State of _____ being duly
sworn according to law on my oath depose and say that:

I am _____ of the firm of _____ the
applicant making application herein submitted, and that I executed the said
application with full authority so to do; that the said applicant has not, directly or
indirectly, entered into any agreement, participated in any collusion, or otherwise
taken any action in the restraint of free and unobstructed interest in towing for
the Township of Evesham, and that all statements contained in this application
and in this affidavit are true and correct, and made with full knowledge that the
Township of Evesham relies upon the truth of the statements contained in this
affidavit in granting authority for towing in this Township.

Applicant/Officers Signature

Sworn and subscribed before me this
____ day of _____, 2021

Notary Public

My Commission expires _____

APPLICANT: _____

FEIN/SSAN: _____

DETAILED EXPERIENCE OF APPLICANT:

REFERENCES:

NAME: _____

STREET ADDRESS: _____

City: _____ STATE: _____ ZIP: _____

NAME: _____

STREET ADDRESS: _____

City: _____ STATE: _____ ZIP: _____

NAME: _____

STREET ADDRESS: _____

City: _____ STATE: _____ ZIP: _____

APPLICANT: _____

FEIN/SSAN: _____

INSURANCE INFORMATION:

The applicant shall provide the Township with a "Certificate of Insurance" with specific language that will hold the Township harmless from any incident or act involved in the fulfillment of this contract. The certificate shall also commit the Insurer to notify the Township of any cancellation or termination of this insurance upon such happening.

If the applicant intends to lease property or equipment in fulfilling this contract, a similar "Certificate of Insurance" will be required by the Township, with the specific hold harmless language, from the owner of such property and/or equipment.

VEHICLE INFORMATION:

In addition to completing the "Towing Equipment Inventory" list, the applicant shall provide, for each item listed, a copy of the current insurance card, a copy of the NJDMV Registration for each vehicle, a copy of the recorded title or exercised lease/rental agreement for each item.

The Township is to be provided with copies of all renewal documentation for all inventory no less than seven (7) days prior to current documentation expiration.

The successful applicant will be required to provide the Township, on a quarterly basis, an updated list of the "Towing Equipment Inventory" available during the term of this contract. The list shall highlight any additions and/or deletions to this list.

APPLICANT CERTIFICATION:

I certify that _____, a company authorized to do business in the State of New Jersey, is able to provide towing services anywhere in the Township of Evesham and will be available for service on business premises 24 hours a day and will abide by the fees set forth in accordance with Chapter 142 of the Code of the Township of Evesham. I further acknowledge responsibility to properly notify vehicle owners within 24 hours of impound and storage.

Applicant/Officers Signature

Sworn and subscribed to me this _____ day of _____, 2021

Notary Public
My Commission expires _____

APPLICANT: _____

FEIN/SSAN: _____

ORGANIZATIONAL INFORMATION:

If applicant is a Corporation, please provide the information requested below:

CORPORATION NAME: _____

DATE OF INCORPORATION: _____ STATE OF INCORPORATION: _____

IF A FOREIGN CORPORATION, ATTACH A CERTIFICATE OF AUTHORIZATION TO DO BUSINESS IN THE STATE OF NEW JERSEY TO THIS APPLICATION.

STOCKHOLDER OR PARTNER LIST CERTIFICATION:

I certify that the list below contains the names and address of _____ (enter number) stockholders or partners holding 10% or more of the issued and outstanding stock of a corporation or interest in a partnership. If any such stockholder or partner is a corporation or partnership than I have listed ALL stockholders or partners of such entities and noted such situation(s).

Applicant/Officers Signature

Sworn and subscribed to me this _____ day of _____, 2021

Notary Public

My Commission expires _____

STOCKHOLDER OR PARTNER:

NAME: _____ STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ % OF INTEREST _____

NAME: _____ STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ % OF INTEREST _____

APPLICANT: _____

FEIN/SSAN: _____

STOCKHOLDER OR PARTNER:

NAME: _____ STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ % OF INTEREST _____

NAME: _____ STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ % OF INTEREST _____

NAME: _____ STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ % OF INTEREST _____

NAME: _____ STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ % OF INTEREST _____

APPLICANT: _____

FEIN/SSAN: _____

**AVAILABLE PERSONNEL LISTING AND EMPLOYEE RELEASE OF
CONFIDENTIAL RECORDS CONSENT FORM:**

Identify ALL employees who will undertake services on behalf of the applicant. Employees are required to sign in order for the Evesham Police Department to perform the required inquiries as to their criminal history and driver's abstract.

EMPLOYEE:

FULL NAME: _____ SSN: _____ - _____ - _____

STREET ADDRESS: _____ CITY: _____

STATE _____ ZIP: _____ HOME PHONE: _____

DATE OF BIRTH: _____ DRIVER LICENSE NO. _____

EMPLOYEE SIGNATURE

Sworn and subscribed to me this
_____ day of _____, 2021

Notary Public

My Commission expires _____

APPLICANT: _____ FEIN/SSAN: _____

FULL NAME: _____ SSN: ____ - ____ - ____

STREET ADDRESS: _____ CITY: _____

STATE _____ ZIP: _____ HOME PHONE: _____

DATE OF BIRTH: _____ DRIVER LICENSE NO. _____

EMPLOYEE SIGNATURE

Sworn and subscribed to me this
_____ day of _____, 2021

Notary Public

My Commission expires _____

FULL NAME: _____ SSN: ____ - ____ - ____

STREET ADDRESS: _____ CITY: _____

STATE _____ ZIP: _____ HOME PHONE: _____

DATE OF BIRTH: _____ DRIVER LICENSE NO. _____

EMPLOYEE SIGNATURE

Sworn and subscribed to me this
_____ day of _____, 2021

Notary Public

My Commission expires _____

I certify that the list above contains the names and information of _____
(number) employees currently employed by the applicant. I understand that the
applicant will be required to notify the Chief of Police of any termination or
anticipated new hire and will not employ any new hire prior to the completion of
a criminal history check by the Chief of Police or his designee.

Applicant/Officer Signature

(affix seal if Corporation)

APPLICANT: _____

FEIN/SSAN: _____

APPLICANT'S CONSENT:

I certify that _____, a company authorized to do business in the State of New Jersey, 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 or competent jurisdiction to be served against the applicant.

Applicant/Officer Signature

(affix seal if Corporation)

Sworn and Subscribed to me this
_____ day of _____, 2021

Notary Public

My Commission expires _____

APPLICANT: _____ FEIN/SSAN: _____

FULL NAME: _____ SSN: ____ - ____ - ____

STREET ADDRESS: _____ CITY: _____

STATE _____ ZIP: _____ HOME PHONE: _____

DATE OF BIRTH: _____ DRIVER LICENSE NO. _____

EMPLOYEE SIGNATURE

Sworn and subscribed to me this
_____ day of _____, 2021

Notary Public

My Commission expires _____

FULL NAME: _____ SSN: ____ - ____ - ____

STREET ADDRESS: _____ CITY: _____

STATE _____ ZIP: _____ HOME PHONE: _____

DATE OF BIRTH: _____ DRIVER LICENSE NO. _____

EMPLOYEE SIGNATURE

Sworn and subscribed to me this
_____ day of _____, 2021

Notary Public

My Commission expires _____

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)			
	2	Business name/disregarded entity name, if different from above.			
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____				
	3b		If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)	
	6	City, state, and ZIP code			
7	List account number(s) here (optional)				

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; height: 20px;"></td> </tr> </table>		-		-		
	-		-			
or						
Employer identification number						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 45%; height: 20px;"></td> <td style="width: 40%; height: 20px;"></td> </tr> </table>		-				
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Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

Pursuant to Public Law 2012, c. 25, and N.J.S.A. 40A:11-2.1, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, and N.J.S.A. 40A:11-2.1, that the person or entity listed above for which I am authorized to submit a proposal:

- () is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,
AND
- () is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to Evesham Township under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Evesham Township is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets if Necessary.)

Signature of Vendor's Authorized Representative

Print Name and Title of Vendor's Authorized Representative

Vendor's Name

Vendor's Address (Street Address)

Vendor's Address (City/State/Zip Code)

Date

Vendor's FEIN

Vendor's Phone Number

Vendor's Fax Number

Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

PROOF OF BUSINESS REGISTRATION: N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1). The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2). Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used.
- 3). During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A.54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292. A sample of acceptable forms of business registration certificates is provided with these specifications.

Chapter 142. Towing and Storage of Vehicles

[HISTORY: Adopted by the Township Council of the Township of Evesham 6-5-1993 by Ord. No. 28-5-93; amended in its entirety 8-19-2003 by Ord. No. 13-8-2003. Amendments noted where applicable.]

GENERAL REFERENCES

Vehicles and traffic — See Ch. 150.

Storage of commercial vehicles — See Ch. 151, Art. I.

Inoperable vehicles — See Ch. 153.

Zoning — See Ch. 160.

§ 142-1. Definitions and word usage.

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

ABANDONED VEHICLE

Any vehicle which has been left on or along any highway or other public property or on private property without consent of the owner or person in charge of the private property for a period of more than 48 hours or for any period without current license plates.

DISABLED VEHICLE

Any vehicle located on or along any public right-of-way, not in operation and with no owner visible and not legally parked, will constitute an inoperable vehicle.

PERSON

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

TOWER

A person engaged in the business or offering the services of a vehicle tower or towing service, whereby abandoned and/or disabled 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

Hoisting, lifting, removal, hauling and transportation of any type of vehicle of any size from the highways, streets and roads located within the Township of Evesham or any other highway, street, or road within the State of New Jersey.

TOWNSHIP

The Township of Evesham.

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

Additional time a tow operator spends at the scene other than the time required for the actual tow and/or recovery. Examples of waiting time may include but are not limited to fire/EMS

services which must be performed and/or police investigations.

WINCHING SERVICE

Any operation in which a vehicle is moved onto a roadway, from a position off the roadway, or any other operation whereby a vehicle is moved by the use of a cable from a position that is not accessible for a direct hook-up by conventional means for loading onto a tow vehicle. Winching is not pulling a vehicle onto a tilt bed carrier or lifting a motor vehicle with a conventional tow sling.

- 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.

§ 142-2. Contract required; liability of Township; application.

- A. Generally. The governing body of the Township, at the beginning of each period, shall appoint towers to be called by the Police Department on a biweekly basis (first and fifteenth of each month). Each two-week period shall be assigned to a different tower. A fee of \$100 shall be paid to the Municipal Treasurer by each tower so authorized. The appointment shall be made after the submission of an application as hereinafter set forth and the review and recommendation of the same by the Chief of Police, said appointment to be made by the Township Manager. Any tower receiving appointment shall be placed on the rotation list, which shall entitle the tower(s) to exclusive towing rights during the rotation period. In the event that the tower assigned to a particular rotation is unavailable, then the next tower on the list shall be called during said rotation, but only for a particular incident as set forth in §142-3D. Appointments shall be for a three-year period commencing July 1. Tower(s) wishing to reapply at the end of their three-year appointment will be required to complete the application process to include a \$100 fee submitted to the Township if appointed. Applications for the next period shall be received no later than April 1.
- B. Application process. Any person interested in being placed on the aforementioned rotation list shall submit an application on a form to be prepared by the Township Manager or their designee, said form to contain at a minimum the information specified herein. The applicant shall provide, at a minimum, the following information:
- (1) List of required equipment and proof of ownership.
 - (2) Experience of applicant with references.
 - (3) Available personnel (employees).
 - (4) Proper business and trade licenses and licenses of vehicles.
 - (5) Tow trucks having two-way radio/cellular telephone capability with a dispatching center on a twenty-four-hour basis.
 - (6) Storage location setting forth capacity, contractor responsible for safe storage area location, proof of ownership or lease of storage area along with a survey certifying the square footage within the surveyed area.
 - (7) Insurance and proofs of required coverage.
 - (8) List of stockholders.
 - (9) Noncollusion affidavit.
 - (10) Affirmative action affidavit.
 - (11) Hold-harmless agreement.

- (12) Certification that the applicant is able to provide towing services anywhere in the Township in accordance with the response time established within this chapter.
 - (13) Certification that the applicant will be available to provide service on a twenty-four-hour-per-day, seven-day-per-week basis and will abide by the fees set forth in this chapter.
 - (14) 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.
- C. 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 or have had their driver's license suspended or revoked in the past year. Conviction of a criminal offense or suspension of a driver's license within the past year shall be cause for the disqualification from being appointed to provide towing and impound services. The Chief of Police or his designee shall 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 shall, at the cost of the applicant, obtain a Better Business Service Bureau report and any other reports that the Township Manager may deem necessary. After a thorough investigation, the Chief of Police shall recommend to the Township Manager whether an applicant should be appointed to provide towing service to the Township of Evesham in accordance with the terms and conditions of this chapter.
- D. Independent contract. By submission of the fee and application, the tower agrees that all personnel and equipment used shall be and remain the 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 Evesham. The tower is in no way or sense an agent or employee of the Township of Evesham.
- E. 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, commissions, 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 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 and actions, damages or claims arising out of the performance of the duties specified in this chapter.
 - (3) The Township of Evesham shall not be liable for any services 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.
- F. Township Manager's decision. The Chief of Police shall conduct the aforementioned review and investigation and render a report to the Township Manager recommending either approval or denial of the application. The Township Manager shall then take action with regard to appointing vendor(s) for towing and impound services. Written notice of the approval or denial of the application shall be provided to the applicant within seven days of the decision of the Township Manager.

§ 142-3. Requirements.

The following general requirements shall apply to all towers and towing operations acting on behalf of the Township of Evesham:

A. Equipment. The tower shall have sufficient equipment to tow any size vehicle utilizing the highways, streets and roads in the Township of Evesham. The minimum requirements 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 wreckers, one of which must be a flatbed, minimum four-ton capacity. The specifications are as follows:

(1) Heavy duty.

- (a) Minimum of twenty-five-ton capacity.
- (b) Air brakes.
- (c) Minimum 1,000 by 20 tires with dual rear wheels.
- (d) Air fittings for releasing air-pressure-lock brakes on dump trucks and tractor-trailers.
- (e) Under reach capabilities.
- (f) All required ICC safety equipment must be carried.
- (g) Must meet all federal and New Jersey Division of Motor Vehicle requirements.
- (h) Portable safety lighting to be installed on rear of towed vehicle.
- (i) Off-side truck winching.

(2) Medium duty.

- (a) Minimum of ten-ton capacity.
- (b) Minimum 1,000 by 20 tires with dual wheels.
- (c) Chassis requirements should be 10 tons gross weight.
- (d) Steering wheel lock for towing vehicles from the rear.
- (e) Wheel lift and under reach capacity.
- (f) All ICC safety equipment must be carried.
- (g) Must meet all federal and New Jersey Division of Motor Vehicle requirements.

(3) Light duty.

- (a) Minimum of four-ton capacity.
- (b) Chassis requirements should be 10,000 pounds gross vehicle weight and dual rear tires.
- (c) Steering lock on each wrecker for towing vehicles from the rear.
- (d) Tow-sling-type bar, rubber strap, to lift the car so that no part of metal touches the car.
- (e) One wrecker must be of flatbed capability.
- (f) All ICC safety equipment must be carried.
- (g) Must meet all federal and New Jersey Division of Motor Vehicle requirements.

B. 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 aforementioned 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 months beyond the length of the contract. Failure to submit to the aforementioned satisfactory proof shall result in the disqualification of the tower.

C. Employees.

- (1) The tower shall have sufficient number of employees available to comply with the minimal operational requirements of this chapter. The tower shall indicate in his application the number of employees on call and available to respond 24 hours a day, seven days per week.
- (2) The tower shall submit with the application to the Township the names and addresses of all proposed drivers and employees who will be rendering service under this contract on behalf of the tower. This information is to be kept current with the Township by the tower.
- (3) All operators of the towers' equipment providing services required by this chapter shall be over the age of 18 and must have a valid, current, driver's license.
- (4) No person shall be utilized by the tower to provide services required by this chapter for the Township unless the Township has obtained a record check and has been approved by the Chief of Police. The Chief of Police may reject the services of an employee of the tower for the following reasons:
 - (a) Conviction of any crime of the first or second degree.
 - (b) Conviction of any crime involving the use of a firearm.
 - (c) Conviction of any crime involving the manufacture/distribution of any controlled dangerous substance.
 - (d) Conviction of any crime or offense which subjects the employee to the provisions of Megan's Law.^[1]
[1] *Editor's Note: See N.J.S.A. 2C:7-1 et seq.*
 - (e) Conviction within the last five years for driving under the influence of intoxicating beverages or drugs.
- (5) No employee of the tower shall perform services unless previously listed by the contractor to the Township.

D. Availability; response time. The tower shall be available 24 hours a day, seven days a week for use of the Township at the direction of the authorized representatives of the Police Department as per the rotation requirements hereinafter set forth. During the rotation the tower has exclusive rights to tow vehicles on behalf of the Township of Evesham, said tower shall be called or dispatched first by the Police Department. In the event that said tower is unavailable with respect to a particular incident, then the next tower as set forth on the rotation list shall be called or dispatched to the scene. The rotation list shall be as a result of the receipt and review of the approval of the aforementioned applications. In the event that none of the towers set forth on the rotation list are available or are available to provide the appropriate services requested by the Township, or if an emergency exists, the Township may request such services from any other available source. During adverse weather conditions, heavy traffic conditions or emergency conditions, the tower set forth on the rotation list shall give priority to requests from the Township over any other request which may be received by the tower. Notwithstanding the establishment of a rotation list, no tower shall be called until the Chief of Police or his designee has ascertained that the following requirements have been met:

- (1) The insurance policies, as required, have been procured and supplied.
- (2) The vehicle to be used for towing has been properly licensed and inspected by the State of New Jersey and has the necessary stickers affixed. No vehicle shall be licensed as a wrecker which is using dealer plates or which has failed inspection.
- (3) The requirements of this chapter and all other laws, statutes and ordinances have been met.

E. Storage location. The vehicles must be towed to a location containing a minimum storage area sufficient for the storage of 50 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 investigative purposes the storage area must be located within a five-mile radius of police headquarters located at 984 Tuckerton Road, Marlton, New Jersey (08053). If the tower has an option to lease the required storage area, he shall submit with his application a copy of the lease agreement containing the description, together with a copy of the survey of the land. The lease shall extend to at least six months after the termination of the tower's appointment. The surveys 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. Storage area shall meet the following requirements:

- (1) The land used for the storage of the vehicles shall be zoned for such use^[2] and meet all applicable municipal codes. In addition, it shall be in an area reasonably accessible to the public so that stored vehicles may be claimed.
[2] *Editor's Note: See Ch. 160, Zoning.*
- (2) No towed vehicle may be parked upon the public street and shall be stored by the tower within the storage area as hereinafter defined.
- (3) The tower must provide access to the storage area to the Police Department as needed on a twenty-four-hour-a-day basis.
- (4) The storage area shall accept all types of vehicles and be able to hold at least 50 vehicles.
- (5) The entire land area shall be enclosed by a fence of sturdy construction of at least six feet in height and shall be secured with lighting.
- (6) The land used for storage is to be level and clear from all debris and must be clearly marked.
- (7) The storage area shall be used for the storage of vehicles awaiting a claimant or proper disposition. The land shall not be used for storage of vehicles owned by the tower even if the tower purchases same at an auction held on his premises. Vehicles purchased by the tower at an auction held at the tower's storage facility must be removed within the time frame specified on the advertisement.
- (8) The tower shall be responsible for each vehicle and its contents in the tower's possession until final disposition and removal as ordered 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 shall be provided at all times.

F. Violations.

- (1) If a tower is in violation of any terms of this chapter, the Chief of Police shall notify the Township Manager and the Township Manager shall notify the tower in writing. If the violation is not corrected within 48 hours of the receipt of said written notice, the Township Manager, upon recommendation of the Chief of Police, shall terminate the tower's services and remove said tower from the rotation list. Adequate grounds for termination of services shall include but are not limited to a violation of the terms of this chapter, fraudulent or inaccurate application information, unsatisfactory service, billing irregularities, or the violation of any New Jersey Statute or regulation.
- (2) 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 Manager, if necessary. Such complaints may be cause for termination of the tower's services and removal from the rotation list by the Township Manager.

G. Records, inspection; release of vehicle. The tower shall maintain a record 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 provided by the police of all property found anywhere in a towed vehicle, including the trunk and glove compartment, if opened or if a key is available, and the tower

shall be responsible to safeguard and release the vehicle and the contents left with the vehicle to the owner.

- (1) The tower is to notify the Chief of Police or his designee, once a vehicle is towed, pursuant to this chapter, and has been in the tower's possession for a period of seven calendar days.
- (2) The tower shall not release vehicles towed pursuant to this chapter, without the claimant first obtaining a release from the Police Department. In addition, the tower shall notify the Chief of Police, or his designee, of the release of a vehicle towed pursuant to this chapter within 24 hours.
- (3) Only the Chief of Police or his designee 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 Manager or their designees shall have access to any of the records required to be kept by the tower. Access to these records shall be provided to the Chief of Police, Township Manager, or their designees, upon their request during normal business hours.
- (4) The service, equipment and personnel of the tower are subject to inspection and approval by the Township. The Township reserves the right to have a qualified person or agency make such inspections.

H. Disputes and adjustments.

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

I. Standby service.

- (1) 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 Manager, the Chief of Police or their 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.
- (2) Standby service will begin when the Chief of Police or his authorized designee calls the tower initially and will end when he terminates the standby status by calling the tower.
- (3) The Township reserves the right, during any emergency, to designate temporary areas owned or leased by the Township for the storage of disabled vehicles in said area at the direction of the Chief of Police or his designee.

§ 142-4. Removal and storage 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 20 minutes from the time of notification under normal conditions seven days a week, anywhere within Township limits, unless the Police Department determines it is not a threat to vehicle traffic or persons and could be removed during regular 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 90 days without any charges or liens accruing against the Township. Abandoned vehicles remaining after 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.

- (b) The tower may be penalized \$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 tower's appointment.
 - (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 monies realized from the sale of such vehicles. The Township shall pay the tower's 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 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.
- (2) Vehicles not abandoned.
- (a) 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 24 hours a day, seven days a week. Vehicles shall be available for release between the hours 9:00 a.m. to 5:00 p.m., Monday through Fridays, and 9:00 a.m. to 12:00 noon, Saturdays and Sundays, except legal holidays. Sunday hours are optional; however, no storage charge for Sunday shall be assessed if a vehicle is picked up on Monday. The tower shall arrive at the scene of the accident within 20 minutes under normal conditions after police notification. Repeated late arrivals at the scene of accidents may result in the termination of the tower's services as otherwise provided in this chapter.
 - (b) 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 removal of the vehicle by the Township's tower, then the owner is entitled to remove his own vehicle at no cost or expense to the owner or the Township. There shall be no charge to the Township for the tower appearing at the scene under said conditions.

B. Storage. The tower shall store the abandoned and nonabandoned 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 Police Department.

§ 142-5. Indemnity and insurance.

A. The tower shall indemnify and hold harmless the Township of Evesham from any and all claims against the Township of Evesham arising out of the operation of any towing services or garage services or storage services or repair services under this chapter. Liability insurance shall include contractual liability of \$1,000,000 combined single limit.

- B. The tower shall carry workmens' compensation insurance in accordance with the requirements of New Jersey state law. The tower shall also carry public liability and property damage, contingent liability insurance to indemnify the Township of Evesham 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 this chapter. Such policies shall contain the provision that 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 appointment.
- C. Appropriate bodily injury liability insurance with \$1,000,000 combined single limit. Automobile bodily injury liability insurance with limits of not less than \$500,000 for each person and \$1,000,000 for each accident and property damage liability insurance with a limit of not less than \$500,000 for each accident.
- D. Garage keeper's liability in an amount not less than \$60,000 per location; garage liability in an amount not less than \$1,000,000 combined single limit.
- E. Certificates of insurance showing that the tower and the Township of Evesham are named as additional insured, in conformance with the above, shall be furnished to the Township Purchasing Agent, subject to approval of the Township Solicitor, and filed with the Township Clerk. The certificates of insurance shall be delivered to the Township Purchasing Agent.

§ 142-6. Rate schedule; charges and fees.

A. Generally.

- (1) Towing and storage charges and fees shall be in accordance with N.J.S.A. 40:48-2.5 as well as the provisions of this chapter. 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 presented to the owner of a vehicle to be towed at the time of service. The tower shall prepare an itemized bill in detail as to the actual services rendered and present the bill to the claimant of a vehicle. Each bill shall contain a statement that the claimant may file a complaint with the Township with respect to charges. The Township will not be responsible for charges due and owing from a claimant of a vehicle, nor will it assist the tower in collecting such charges. Vehicles impounded as a result of police investigations involving stolen vehicles or fatal accidents will not result in storage charges; however, the Township reserves the right to store such vehicles at a location of its choosing.
- (2) 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 to 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.
- (3) 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 curblineline of the property on which is located the storage area. There shall be no additional charge for towing a vehicle from the storage area to the curblineline for the purpose of an owner of a vehicle towing the vehicle to a service station or other repair shop or the person's home or other location. The charge for towing includes any incidental and related costs such as disconnecting and

reconnecting a transmission. There shall be no additional charges for any other services, including but not limited to waiting time, debris removal, winching and additional labor when routine towing services as provided for by this chapter are performed. The tower shall be responsible for the cleanup and disposal of motor vehicle fluids, in accordance with state law and accepted standards, and there shall be no additional labor charges for this service. The tower may charge the owner/operator for material used in the cleanup of motor vehicle fluids. The tower may charge a fee for lockout service as well as roadside assistance such as jump-starts, tire changes, and providing gasoline for vehicles that have run out of fuel.

B. Charges and fees. The charges, fees and rates for vehicles to be towed and stored shall be as follows:

- (1) Flatbed and towing service pursuant to this chapter which will include all towing/winching, labor and cleanup costs associated with removal of the vehicle.
 - (a) One hundred twenty dollars for any towing service requested for automobiles, motorcycles, motor scooters, mopeds and trucks under 2.5 tons.
 - (b) One hundred fifty dollars for trucks 2.5 tons to five tons.
 - (c) Two hundred dollars for trucks over five tons, buses, tractor trailers, heavy equipment.
- (2) Winching service not associated with the towing of a vehicle.
 - (a) Light winches: \$75 per unit per hour.
 - (b) Medium winches: \$90 per unit per hour.
 - (c) Heavy winches: \$150 per unit per hour.
- (3) Mileage.
 - (a) There will be no charge for mileage for vehicles towed within the Township limits.
 - (b) For vehicles towed to or from areas outside of the Township limits: \$1.75 per mile.
- (4) Storage.
 - (a) There will be no charge for storage for any vehicle removed within the first 24 hours of the time the vehicle is towed. For a vehicle towed on Saturday, there will be no charge for storage if the tower elects not to have business hours on Sunday provided that the vehicle be removed by close of business on Monday.
 - (b) Automobiles, trucks under 2.5 tons, motorcycles, mopeds and motor scooters will be charged \$15 per business day for storage after the first 24 hours.
 - (c) Trucks 2.5 to five tons will be charged \$18 per business day for storage after the first 24 hours.
 - (d) Trucks, tractor-trailers, buses and heavy equipment over five tons: \$35 per business day after the first 24 hours.
 - (e) Fees billed to the Township for vehicles removed at the Township's direction will be consistent with N.J.S.A. 40:48-2.50 and shall not exceed the following:
 - [1] A limit of \$3 per day for the first 30 days of storage per vehicle.
 - [2] A limit of \$2 per day for day 31 of storage and any day thereafter.
 - [3] A limit of \$400 per vehicle stored regardless of the duration of the storage except that a waiver may be granted for good cause upon the request of the municipality by the Division of Local Government Services in the Department of Community Affairs.
- (5) Road service; vehicle lockout service: daytime rate: \$35; nights, weekends and holidays: \$45.

(6) Administration fee.

[Added 6-21-2016 by Ord. No. 12-6-2016]

- (a) All vehicles towed by licensed wreckers at the request of the Police Department are subject to an administration fee of \$20 prior to being released by the wrecker company.
 - (b) This administration fee will not apply to vehicles which were towed solely as the result of a motor vehicle collision, or if the vehicle was towed as the result of criminal activity and the vehicle and/or owner/driver was the victim.
 - (c) The administration fee will be collected by the Police Department prior to the vehicle being released by the wrecker company. The vehicle's owner or driver will report to the Police Department's front desk and speak with the Administrative Clerk. The Administrative Clerk will confirm with the tow log, the reason for tow and the location of wrecker company responsible for the tow. The Administrative Clerk will also verify the individual picking up the towed vehicle is a licensed driver and the reason for the tow has been corrected. Once the Administrative Clerk confirms the above information, he/she will collect the administration fee of \$20 (cash only) and provide the driver with a tow release receipt. The tow release receipt must be presented to the wrecker company prior to the vehicle's release. All fees owed to the wrecker company must be settled between the wrecker company and the vehicle's owner or designee.
 - (d) After collecting the administration fee, the Administrative Clerk will deposit the monies, and the driver/owner of the vehicle will sign the tow release sheet. The Administrative Clerk will keep a copy of the signed tow release sheet along with a copy of the driver's/owner's driver's license.
- 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, except where said vehicle is deemed a hazard to health or safety, whereupon said vehicle will be removed by the direction of the Chief of Police or his designee, with the owner then being responsible for all personnel, equipment and labor costs. The Chief of Police or his designee shall determine the necessity for specialized equipment.
- 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 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 or his designee shall determine when an emergency exists.