

**AN ORDINANCE AMENDING AND SUPPLEMENTING THE REVISED GENERAL ORDINANCES OF THE CITY OF BAYONNE, CHAPTER 4, LICENSING, REGISTRATION AND BUSINESS REGULATIONS.**

**BE IT ORDAINED** that the Revised General Ordinances of the City of Bayonne, Chapter 4, Licensing, Registration and Business Regulations, Section 29, Towing, is hereby amended and supplemented as follows (Additions **\*\*between asterisks and/or in bold and underlined\*\***, deletions {~~within brackets and/or struck through~~):

**4-29 TOWING.**

Notwithstanding the provisions of N.J.S.A. 39:4-56.6 or any other law, a municipality may regulate, by ordinance, the non-consensual removal of motor vehicles from private or public property by operators engaged in such practice, including, but not limited to, the fees charged for storage for such removal, notice requirements therefor, and the licensing of such operators. **\*\* (N.J.S.A. 40:48-2.49) This Ordinance shall set forth non-discriminatory and non-exclusionary regulations governing operators engaged in the business of removing and storing motor vehicles for the purpose of municipal police towing.\*\***

**4-29.1 Licenses.**

A. License Required. In compliance with N.J.S.A. 40:48-2.49, no person, persons, partnership or corporation shall **\*\*be eligible to\*\*** engage in the business of operating wreckers, tow trucks or related recovery equipment for the purpose of [~~non-consensual towing~~] **\*\*municipal police towing\*\*** within the City of Bayonne without first obtaining a license as provided for herein.

B. Application Procedure.

1. Applicants for a license under this section must meet all the qualifications set forth herein and shall file with the Municipal Clerk, in duplicate, a sworn application in writing, on a form furnished by the Clerk, which must contain the following information:

(a) The full name and address of the applicant. If the application is made by a corporation or a limited liability company, it shall state the names and addresses of the registered office and the name of the registered agent; if made by a partnership, the name and address of each partner.

(b) The year make and type of each tow truck and/or wrecker and piece of recovery equipment to be used in the towing service and, if applicable, its vehicle identification number, license plate number and the name of the registered owner.

(c) The address where tow vehicles and related equipment are regularly garaged and stored and the telephone number(s), which shall be in service and manned twenty-four (24) hours per day, seven (7) days per week.

(d) The address of the garage and storage area to which vehicles shall be towed and stored.

2. The application for a license shall be accompanied by certificates of insurance for the required coverage's set forth in Subsection 4-29.1C (2), issued by a company in good standing and certified to do business in the State of New Jersey. Prior to execution of the license by the City, each Licensee must provide policy endorsements pursuant to subsection 4-29.1D (3), naming the City as an additional insured, providing for primary and non-contributory coverage and providing for a written thirty (30) day Notice of Cancellation or Nonrenewal to be delivered by certified mail, return receipt requested, to the City of Bayonne and the Licensee thirty (30) days prior to cancellation or nonrenewal.

3. Each applicant shall execute an Indemnification/Hold Harmless Agreement in the form provided by the Municipal Clerk, which form shall be attached to the application for a license. The Licensee is required to defend, indemnify and hold harmless the City of Bayonne for liability from any and all obligations, liabilities, judgments, claims and demands for personal injuries and damages to property which may arise out of the performance of non-consensual **\*\*municipal police\*\*** towing exclusive of the negligent acts of the City of Bayonne. The Licensee shall defend, indemnify and save harmless the municipality from all actions at law for any infringements of patent rights of tools, equipment, apparatus or methods used by him.

#### C. Qualifications of Licensee.

1. Each Licensee shall meet the following standards and qualifications:

(a) The Licensee must have a garage and storage area located within the City of Bayonne. For purposes of this section, "storage area" is any lot, area or place, indoors or outdoors, wherein a minimum of twenty five (25) motor vehicles towed from the City of Bayonne can be placed and/or stored, which area is equipped with lighting, is surrounded entirely by a fence adequate for the protection of vehicles, and is in an area where storage of vehicles is a permitted use according to the Zoning Ordinance of the municipality in question, or where said use has been approved by the Zoning Board of Adjustment and/or the Planning Board for the City of Bayonne. No outdoor storage area is required.

(b) A person retrieving his vehicle shall be able to transact all business, including the pickup of the vehicle and payment of fees, at the

same location. Said location shall have a clean public bathroom, a waiting room and access to a public or other phone. **\*\*The towing office shall be open and staffed and** ~~[V]~~ **\*\*v\*\***ehicles shall be available for pickup at said location from ~~[6]~~ **\*\*8\*\*** a.m. to ~~[10]~~ **\*\*6\*\*** p.m., **\*\*Monday through Friday\*\***, ~~[seven (7) days a week]~~ **\*\*and from 8 a.m. to 1 p.m. on Saturday, excluding holidays as adopted annually by Municipal Ordinance. (See O-00-21)\*\*** ~~[During these hours, the towing office shall at all times be open and staffed.]~~ **\*\*Licensee shall make provisions for after hour pickup at all other times and must respond within a reasonable time. Licensee may charge a fee of \$75 for after hour pickup.\*\*** There shall be no additional charge if the vehicle being retrieved must be brought from another location, or the person retrieving the vehicle transported to the vehicle.

2. The Licensee must maintain the following insurance policies from companies rated "A-" by any of the major rating companies (i.e. Fitch, Moody's, Standard & Poor's, or A.M. Best) and approved by the Department of Banking and Insurance and authorized to do business in the State of New Jersey:

(a) Workers' compensation insurance, in accordance with the requirements of the law of the State of New Jersey;

(b) General liability insurance including environmental pollution liability coverage in an amount not less than one million (\$1,000,000) dollars single limit / two million (\$2,000,000) dollars combined limits to indemnify the municipality and the public against any loss due to injuries, accidents or damage of any nature or character whatsoever, when such damage is the result of any act or omission of the Licensee, his agents or employees, in the performance of or due to the execution of the work to be performed in connection with the license for non-consensual **\*\*municipal police\*\*** towing;

(c) Motor vehicle liability insurance with limits of not less than one million (\$1,000,000) dollars for each occurrence / two million (\$2,000,000) dollars aggregate, for the death of, or injury to, person(s) and damage to property.

(d) "On-Hook" coverage, either as an endorsement on the insurance required by (c) above or in the amount of one hundred thousand (\$100,000) dollars.

(e) Garage keepers primary liability insurance in an amount not less than one hundred thousand (\$100,000) dollars for any one (1) auto or two hundred fifty thousand (\$250,000) dollars for any one (1) loss.

(f) Umbrella coverage with a limit of two million (\$2,000,000) dollars per occurrence in excess over the liability and garage keepers liability required above.

(g) Licensee shall provide the City with policy endorsement(s) naming the City as an additional insured using these exact words: "The City of Bayonne and its officers, directors, agents and employees are additional insureds and are fully covered by the provisions of this policy of insurance." All of Licensee's insurance shall be primary and non-contributory and contain waivers of subrogation as well as a provision that the City be notified within 30 days of any notice of cancellation.

3. The Licensee must meet all the requirements incumbent of an operator of a towing company set forth in Title 39 of the New Jersey Revised Statutes, Motor Vehicle Rules and Regulations.

4. The Licensee must own or lease, and have in operation at all times, certain equipment which shall be available to timely respond to a location within the boundaries of the City of Bayonne when so dispatched by the Bayonne Police Department. All vehicles shall be properly and independently registered within the proper weight and class. Said equipment shall include:

(a) At least two (2) light duty tow trucks (up to 10,000 pounds)

(b) At least one (1) medium duty tow truck (up to 26,000 pounds)

(c) At least two (2) heavy duty tow trucks (A commercial manufactured truck with wrecker body. Minimum 26,001 pounds used to tow and recover commercial type vehicles over 26,000 GVW). Licensee may contract with a subcontractor for the provision of heavy-duty tow trucks, who shall be on call twenty-four (24) hours a day with such equipment.

(d) One (1) Hydraulic flatbed car carrier

(e) One (1) Crane rotator. Licensee may contract with a subcontractor for the provision of a crane rotator, who shall be on call twenty-four (24) hours a day with such equipment.

(f) In addition to the vehicles required in the preceding paragraphs, a flatbed trailer and truck (for the removal of heavily damaged trucks, buses, etc.) with a gross vehicle weight (GVW) of eighty thousand (80,000) pounds. Licensee may contract with a subcontractor for the provision of such equipment, who shall be on call twenty-four (24) hours a day.

(g) An air cushion recovery system with a minimum of two (2) air cushions. Licensee may contract with a subcontractor for the provision of such equipment, who shall be on call twenty-four (24) hours a day.

(h) A forklift for unloading cargo or cleaning up cargo spilled on the roadway with a minimum rating of seven thousand (7,000) pounds. Licensee may contract with a subcontractor for the provision of such equipment, who shall be on call twenty-four (24) hours a day.

(i) Equipment for jump starts, the changing of flat tires, and portable heavy-duty lighting.

(j) One (1) large broom and shovel in each vehicle.

(k) Steering wheel lock for towing vehicles from the rear.

(l) Tow-sling type tow bar to prevent any part of the crane metal from touching the towed vehicle.

(m) Safety flares for night work.

(n) All subcontractors referred to in this paragraph are subject to the same terms and conditions as a Licensee. All Licensees are required to provide a copy of any contracts or agreements with any subcontractors and to obtain and provide the required insurance endorsements, in favor of the City, set forth in Subsection 4-29.1 C (2) herein.

5. The name, address and phone number of Licensee shall be permanently affixed and conspicuously displayed on each vehicle listed in this section.

6. Licensee must have available twenty-four (24) hours a day, seven (7) days a week, including holidays, at least three (3) employees with commercial driver's licenses, and appropriate endorsements for operation of the equipment listed in subsection 4-29.1C (4), above. All operators shall wear a class 2 or class 3 reflective safety vest at all times while conducting towing and / or recovery operations.

7. Licensee must maintain a telephone number where the Licensee may be reached twenty-four (24) hours a day, seven (7) days a week.

8. Any person, company or corporation applying for a license under this Section must have maintained a towing business licensed in the State of New Jersey for a minimum period of three (3) years.

#### D. Investigation of Applicant: Denial or Issuance of License.

1. Upon receipt of an application for a towing license, the original shall be referred by the Municipal Clerk to the Police Chief, who shall cause to be made an investigation of the qualifications and facilities of the applicant. The Police Chief shall also investigate the driving record of the applicant and all persons employed by the applicant as drivers or operators of towing vehicles and, as he deems necessary for the protection of the public health, welfare and safety, the moral character of the applicant.

2. If, as a result of such investigation, the applicant's qualifications are found to be unsatisfactory, or if it is found that the issuance of a license to the applicant would present a danger to the public health, welfare or safety, the Police Chief shall indicate his disapproval on such application, and his reasons for said disapproval and shall return the application to the Municipal Clerk, who shall notify the applicant in writing that his, her or its application is disapproved, the reasons for said disapproval and the applicant's right to a hearing.

3. If, as a result of such investigation, the qualifications of the applicant are found to be satisfactory, and it is found that the issuance of a license to the applicant will not present a danger to the public health, welfare and safety, the Police Chief shall endorse his approval on the application, and return the application to the Municipal Clerk, who shall upon payment of the prescribed fee and receipt of insurance policy endorsements set forth in subsection 4-29.1C (2), execute and deliver to the applicant a license which shall be posted at his place of business for public inspection.

E. License Form.

1. Any license issued pursuant to this section shall contain the signature of the Municipal Clerk and the seal of the municipality and it shall show the name and address of the applicant, the date of issuance and the length of time it shall be operative.

2. The Municipal Clerk shall keep a record of all licenses issued and all complaints received, if any, concerning such Licensee. The Municipal Clerk shall send a copy of the license to the Bayonne Police Department for filing.

F. Duration of License, Annual Fee, Renewal.

1. Each license issued shall be for a term of up to three (3) years commencing on the date of issuance and terminating on December 31 of the third year or partial year after issuance. During the course of the contract, should any information change, such as vehicles, operators, contact information, etc., the Licensee shall notify the Police Chief or his designee, in writing, with seven (7) calendar days of the change.

2. The fee for a license shall be prorated according to the effective date of such license and based on the term fee of two thousand five hundred (\$2,500) dollars, which shall be paid to the Municipal Clerk.

3. Any Licensee who wishes to renew its license shall submit to the Municipal Clerk an application for renewal of license, together with the annual license fee, no less than thirty (30) days prior to the expiration date of the current license, which date shall be no later than December 1st of the third year or partial year following issuance of the license. The application for

renewal shall be on the same form as the original application or other form prescribed by the City and shall be conspicuously marked "Renewal."

G. Licenses Nontransferable.

The Licensee shall not assign, transfer, convey, sublet or otherwise dispose of the license to any other person or legal entity. Violation of this provision shall constitute grounds for cancellation of the contract and revocation of the license.

H. Duties and Responsibilities of Licensee.

1. The Licensee shall be available twenty-four (24) hours a day, seven (7) days a week.

2. The Licensee, upon receiving a call for service from the Bayonne Police Department, must respond to the scene within twenty (20) minutes. If there is no response within twenty (20) minutes, the Bayonne Police Department may notify another licensed tower to respond to the scene and cancel the original tower. The Bayonne Police Department will have the discretion to lessen the twenty (20) minute time period in the event of exigent circumstances at the time of the incident. In the event another licensed tower is called under this subsection, neither the City nor the vehicle owner/operator will be responsible for any fees, costs or damages incurred or claimed by the tower originally called, who failed to respond in time, regardless of the circumstances for the failure to respond. If a Licensee is late or fails to respond three (3) times within a thirty (30) day period, said Licensee shall be left off the rotation next proceeding its third late or missed tow, and shall not be eligible for a tow assignment during the entire week of said rotation.

3. Broken glass and debris shall be cleaned and removed by the operator of the wrecker / tow truck from the scene of an accident to which he is dispatched. If the operator does not remove the debris from the scene of the accident, he may be subject to a fine of not less than twenty-five (\$25.00) dollars nor more than fifty (\$50.00) dollars, as provided for by N.J.S.A. 39:4-56.8, and/or liability for breach of contract. [~~Licensee shall not charge a fee for accident minor clean-up and disposal of debris.~~]

4. Under appropriate circumstances, and with due consideration for safety, the Licensee shall transport the driver of the vehicle to be towed, at no additional cost to the owner of the vehicle, to the site to which the vehicle is to be towed or other point of safety within the City of Bayonne, at the discretion of the police officer at the scene.

5. Vehicles shall be towed and stored in a safe manner so as to prevent damage to such vehicles.

6. The Licensee shall be responsible for any valuables left in or on motor vehicles in its custody. The Licensee shall be responsible for making

an inventory of valuables in the presence of the operator or owner and/or a police officer at the scene.

7. The mandated towing and service rates shall be posted in a conspicuous place at the Licensee's facility including in the office.

8. The Licensee shall provide the Bayonne Police Department with the following information on vehicles unclaimed over ten (10) days; the year, make, color, vehicle identification number, state of registration, registration number, name and address of owner (if available), and the Police Department case number for the incident resulting in the towing of the subject vehicle.

9. All wreckers/tow trucks used and employed in towing of vehicles shall be kept in a clean, good working condition.

10. The storage and sale of abandoned vehicles will be governed by the standards set forth in N.J.S.A. 39:10A-1 to N.J.S.A. 39:10A-7, and guidelines developed by the Bayonne Police Department.

11. All Licensees shall be required to comply at all times with all State and local laws.

12. Licensee shall, when performing under this license, follow the lawful directions of the officers of the Bayonne Police Department, agents or representatives of the City of Bayonne.

13. Upon request from the Bayonne Police Department, the Licensee shall remove abandoned truck trailers, roll-off dumpsters, or anything related thereto, from the public right-of-way or public property and store same at the Licensee's yard. The City of Bayonne shall be responsible for the reasonable disposal fees of the contents of the any such trailer, dumpster, or other related item.

14. All employees, agents or other persons operating a tow or related recovery vehicle on behalf of Licensee shall keep in their possession blank invoices or bills, which shall consist of a standard form provided by the Police Chief or his designee, placed on Licensee's letterhead setting forth the Licensee's name, business address and phone number. ~~[Prior to engaging in a tow,]~~ **\*\*S\*\***[s]aid employee, agent or other person shall prepare an invoice or bill, in duplicate, by carbon copy or otherwise, the original of which shall be furnished to the owner of the vehicle or such owner's authorized representative **\*\*prior to or upon release of the vehicle,\*\*** with the copy to be maintained by the Licensee. The invoice or bill shall contain the following information:

(a) The full name, address, business telephone number and, if maintained, the website or email address of the Licensee.



(b) The full name, address, phone number and email address, if available, of the employee, agent or other person operating the tow vehicle on behalf of Licensee.

(c) License plate number and issuing state of the tow vehicle utilized by or on behalf of the Licensee.

(d) The full name, address, phone number and email address, if available, of the registered owner of the vehicle to be towed.

(e) The full name, address, phone number and email address, if available, of the operator (if different from the registered owner) of the vehicle to be towed.

(f) Vehicle Identification Number (VIN) of the vehicle to be towed.

(g) License plate number and issuing state of the vehicle to be towed.

(h) The time that the tow operator arrived on scene and the time that the tow operator arrived back at the Licensee's facility.

(i) An itemized list of all services provided for which the towing company is charging and the charge for each service.

(j) Address of the place to where the vehicle will be **\*\*or has been\*\*** towed and stored.

(k) Explanation of what steps are necessary for owner to retrieve the vehicle from the Licensee's storage yard including the times of operation, the type of payment accepted, and the credentials required to retrieve the vehicle.

~~[(l) Upon completion of a tow, Licensee shall immediately submit to the Police Department, a copy of the final itemized invoice or bill setting forth the above information for each tow on the form mandated by the Police Chief or his designee. Failure to submit such final invoices or bills on the standardized form shall result in disqualification for eligibility for towing assignments until such time as Licensee agrees to utilize the standard form of invoice or bill.]~~

15. The Licensee shall keep an accurate record **\*\*including, but not limited to, invoices or bills issued in accordance with Paragraph 4-29.1 (H) (14) above,\*\*** ~~[of all rotation and private property towing. The record shall contain, at a minimum]~~ an itemized list of charges, ~~[as well as]~~ pick-up and drop-off locations **\*\***, **and any photographs of the scene or the vehicle, or other evidence supporting services and additional work performed\*\***. The record shall be kept and maintained for at least three (3) years and shall be available for inspection by the Police Chief and/or his designee.

16. No operator of a tower shall engage in cruising. Cruising is defined as the practice of operating a tower to and from a public highway or street at a slow rate of speed or in any other fashion calculated for the obvious purpose of soliciting business along the highway or street.

17. Unless otherwise directed by the police officer(s) or other emergency personnel on scene, including but not limited to employees of the City of Bayonne, Hudson County, State of New Jersey, Port Authority of NY & NJ, or other governmental agency, the owner or operator of the vehicle subject to tow shall have the right to direct and designate the location to which the vehicle shall be towed, except that no vehicle that has been rendered non-operational as the result of an accident, due to a lack of credentials such as insurance or registration, or otherwise, may be towed to or left on any public street or municipal lot.

In the event that such owner or operator of the vehicle subject to tow is incapacitated by reason of injuries or otherwise, and the owner's authorized agent is not immediately available, the Licensee shall tow the vehicle to the approved storage location designated on the Licensee's application for a tower's license and set forth on the invoice / bill provided to the owner or operator of the vehicle subject to tow.

No Licensee shall tow a vehicle to a place other than that which is designated by the owner or operator of the vehicle or to the approved off-street storage location designated by Licensee on its license application and set forth on the invoice / bill provided to the owner or operator of the vehicle subject to tow.

18. An operator of a tower shall not remove a motor vehicle involved in a motor vehicle accident unless such vehicle has been released by a duly authorized member of the Bayonne Police Department or other law enforcement agency on scene.

19. No Licensee shall refuse to render towing and storage services to a vehicle when duly summoned by the police or law enforcement agency, and no Licensee shall refuse to remove residual debris from the scene of an accident pursuant to a police directive made in the interest of public safety.

20. No person holding a license issued pursuant to this section shall use a shortwave radio (i.e. scanner) capable of operating on a frequency assigned by the Federal Communications Commission for fire, police, municipal or other governmental use.

21. As a condition of receiving a tower's license under this section, a Licensee shall, at a minimum, arrange to accept payment by Visa, MasterCard, American Express (without surcharges), cash and money order. Personal checks or other methods of payment shall be left to the discretion

of the Licensee. The Licensee must provide an itemized receipt, including Licensee's name, address and telephone number, listing all fees charged. The payment options available shall be posted in a conspicuous place near the place of payment and shall be on the rate schedule required to be given to the owner or driver of vehicles. The wording and placement of the payment options shall be approved by the Police Chief and/or his designee.

22. Any violation of this ordinance shall be grounds for suspension or revocation after hearing pursuant to the procedures set forth herein.

I. Denial, Suspension or Revocation of Licenses.

1. Licenses issued under this section may be denied, suspended or revoked, or the Licensee may forfeit its eligibility for assignment in an upcoming rotation, as determined by the Police Chief **\*\*or his designee\*\***, from time to time, for violations of any terms, conditions, procedures or requirements of this Section, violations of New Jersey State Laws including, but not limited to, laws governing Abandoned and Unclaimed Motor Vehicles set forth at N.J.S.A. 39:10A-1 *et seq.*, the Predatory Towing Prevention Act set forth at N.J.S.A. 56:13-7 *et seq.*, Administrative Regulations set forth N.J.A.C. 13:45A-31.1 to 31.10 and other rules and regulations promulgated by the Director of the Division of Consumer Affairs pursuant to N.J.S.A. 56:13-6 and N.J.S.A. 56:13-19, any false statements or representations contained in the License's application submitted by Licensee, or for other good cause.

2. Notice of hearing for denial, suspension or revocation of a license shall be given in writing, setting forth the grounds of the complaint and the time and place of hearing. Such notice shall be served personally upon the Licensee or mailed by registered letter to the Licensee at his last known address at least five (5) days prior to the date set for the hearing.

3. In the event of a denial, suspension or revocation of a License, the Police Chief shall report his findings and reasons therefor to the Mayor and Council.

4. Forfeiture of eligibility for assignment in an upcoming rotation is *de minimus* and shall not be subject to hearing, although notice of such forfeiture and the reasons therefor shall be given to the Licensee in writing.

J. Appeal or Denial, Suspension or Revocation of Licenses.

1. Any Licensee aggrieved by the action of the Police Chief or the Municipal Clerk in the denial, suspension or revocation of an application for a license as provided in this section shall have the right of appeal to the Municipal Council. Such appeal shall be taken by filing with the Municipal Council within fourteen (14) days after notice of the action has been mailed to the Licensee's business address as set forth in its application, a written statement setting forth fully all the facts why the action of the Police Chief or

Municipal Clerk was improper. The Municipal Council shall set a time and place for hearing on such appeal and notice of such hearing shall be given to the Licensee in the same manner as it was notified for the hearing of suspension, revocation or denial of application as outlined above.

2. The decision and order of the Municipal Council on such appeal shall be final and conclusive.

(Ord. No. O-04-13 § 1)

#### **4-29.2 Towing Activity.**

##### **A. Use of Towers; Rotational Shifts.**

1. The Police Chief shall maintain a revolving list of licensed towers, in alphabetical order, to provide services pursuant to this Section where and as needed and shall instruct all on-duty officers to call the licensed towers on a rotational basis. One tower shall be assigned per rotational shift. Each rotational shift shall be for a period of one (1) week commencing every Friday at 12:01 a.m. and ending the following Thursday at 12:00 midnight. A Licensee may forfeit its turn in a rotation for violation of the provisions of this Section as provided for herein.

2. The Police Chief or his designee reserves the right, under extenuating or emergent circumstances, to deviate from the rotational list of Licensees due to a specific type of equipment and/or expertise required, or in the event of a large number of vehicles requiring towing, to contact more than one (1) licensed tower to respond to the scene. When possible, but at the discretion of the Police Chief or his designee, successive Licensees appearing on the rotational list shall be called.

3. Police or other emergency personnel on scene shall advise the owner or operator of a disabled vehicle, whenever feasible under traffic safety guidelines, that he or she has the right to call a tower of his or her own choosing and direct said tower to remove the damaged vehicle to a garage, storage area or other location of the owner or operator's choosing. Any such alternate tower must respond in a reasonable period of time as determined by the Police Officer or other emergency personnel on scene. Vehicles that have been rendered non-operational as the result of an accident, due to a lack of credentials such as ~~[insurance or]~~ registration, or otherwise, shall not be permitted to be left on public streets or in municipal lots.

4. In the absence of emergent or hazardous conditions, "reasonable time" shall be a period not in excess of twenty (20) minutes. The discretion of the Police Officer involved at the scene shall be controlling as to a determination of conditions requiring immediate removal of vehicles.

5. No individual owner or operator of a wrecker shall respond to the scene of an auto accident except upon notification by a Police Officer or his designee or upon request of the driver or owner of the vehicle involved.

B. Towing Rates, Storage and other Charges.

All Licensees shall be governed by the following fee schedule when providing towing or other related services pursuant to his Section:

1. The City of Bayonne herein adopts, in current form except as otherwise provided in this Section, the ~~[New Jersey State Police schedule of services and fees]~~ **\*\*Maximum N.J. State Police Rates\*\*** for non-consensual towing, storage and other charges, which have been approved by the Attorney General, as shall be updated from time to time. The ~~[New Jersey State Police Schedule]~~ **\*\*Maximum N.J. State Police Rates\*\*** ~~[is]~~ **\*\*are\*\*** currently published by the Garden State Towing Association, Inc., on its website, [www.gsta.org](http://www.gsta.org) and will be provided to each Licensee by the Police Chief or his designee, to be effective upon delivery. Notwithstanding the fee schedule, Licensees shall not charge ~~[accident minor clean-up and disposal of debris or]~~ on-hook mileage fees **\*\*for tows within the City limits\*\***.

**\*\*2. The City of Bayonne and Licensee acknowledge that the Maximum N.J. State Police Rates do not address certain circumstances where additional services may be required. Accordingly, Schedule A annexed to this Ordinance sets forth permissible fees that Licensee may charge for additional services not contemplated or clearly set forth in the Maximum N.J. State Police Rates. \*\***

[2] **\*\*3\*\***. All fees are chargeable once services are rendered. A copy of the tower's receipt shall be ~~[provided]~~ **\*\*available\*\*** to a department representative immediately upon completion of every tow, regardless of whether the impounded vehicle is to be stored by the Bayonne Police Department or the tower.

[3] **\*\*4\*\***. Permissible hourly charges for services shall commence when the tower arrives at the scene and end when the tower arrives at the storage facility. The times of arrival on the scene and at the facility shall be noted on the invoice or bill required to be prepared by Licensee in accordance with this Section.

[4] **\*\*5\*\***. If the owner of an unattended vehicle appears on the scene and the vehicle does not need to be towed or impounded the Licensee shall not charge for the service call unless the vehicle has been hooked up to the tow truck. In the event the vehicle has been hooked up, the tower shall release the vehicle and be entitled to charge a decoupling fee as set forth in the adopted fee schedule.

[5] **\*\*6\*\***. On any occasion that the ranking officer on scene deems an incident to be a hazard or emergent in nature, said officer is empowered to direct the Licensee to respond to the scene of said incident and to take the appropriate action to ensure the public safety and welfare. The owner/operator of the involved motor vehicle will be advised at the time of

the incident that the motor vehicle will be impounded at the scene at police direction and stored until the appropriate payment for the directed services are paid to the Licensee.

[6] **\*\*7\*\***. Towing service to a location other than the Licensee's storage area, when requested by the motor vehicle owner or driver, shall be at a rate agreed upon by both the Licensee and motor vehicle owner or driver.

[7] **\*\*8\*\***. If an individual should respond to the location where the towed vehicle is being held with proper credentials for the release of the vehicle within two (2) hours of the tow, Licensee shall not charge a storage fee. A day shall be calculated as a calendar day or any part thereof in excess of the initial two (2) hours.

[8] **\*\*9\*\***. No vehicle shall be released from storage by the Licensee unless **\*\*Licensee first verifies the Hold / No Hold status of the vehicle with the Traffic Unit or based on information provided by the Traffic Unit. No vehicles with a "Hold" status shall be released without written authorization from the Bayonne Police Department. Vehicles under a "No Hold" status may be released upon Licensee's receipt of and satisfaction with\*\*** ~~[(a)]~~ proper owner and vehicle identification **\*\*including a valid driver's license, registration and insurance card\*\*** ~~[are shown]~~ **\*\*provided\*\*** by the party seeking release of a vehicle. **\*\*Any individual other than the owner seeking release of a vehicle must additionally provide written authorization signed by the owner and notarized.\*\*** ~~[and (b) Licensee confirms with the Police Department that the vehicle can be released.]~~ **\*\*In some cases, consistent with New Jersey Law, a vehicle may be released to a tow operator for purposes of towing the vehicle from Licensee's place of business absent registration.\*\***

[9] **\*\*10\*\***. Fee cards and/or fee schedules conspicuously indicating the maximum rates for towing and storage of a vehicle within the municipality shall be kept in the possession of the drivers of all tow trucks/wreckers and, if possible, presented to the driver or owner of any vehicle to be towed prior to the rendering of services by the tower.

C. Towing Services to the Municipality.

1. All Licensees shall be obligated to tow and to make minor roadside service repairs to vehicles owned by the City of Bayonne and/or its related entities in the event they become disabled, without charge to the City ~~[if towed within the County of Hudson]~~ **\*\* , except for a fee of \$25 per tow within City limits and \$150 plus mileage per tow outside City limits\*\***.

2. All Licensees shall be obligated to perform "Emergency Re-Locates" of motor vehicles, the movement of a vehicle from a street spot to a street spot, upon the determination by the Police Department that such a re-location is necessary to correct an emergency situation. The towing

company may assess a fee of \$75.00, billable to the entity requesting the re-location.

3. Licensees shall be obligated to provide towing services at the police facilities containing impounded vehicles for the purpose of transferring and re-locating impounded vehicles and making blocked vehicles accessible, upon request and without charge to the City. **\*\*The City will use its best efforts and implement measures to maximize efficiency and minimize the time and frequency that Licensee spends providing such services.\*\***

D. Payment.

All fees and charges billed by any Licensee shall be paid by the owner or operator or any person, firm or corporation claiming the right to possession of any vehicle towed and/or stored by the Licensee pursuant to the terms of this Section. The municipality shall not be liable for the payment of any sum to the Licensee which may be due on account of such towing or storage except as follows:

~~[If any]~~ **\*\*For all\*\*** vehicle**\*\*s\*\***, ~~[which is]~~ **\*\*impounded and\*\*** towed by Licensee to the City's police pound or other location owned and maintained by the City, **\*\*the City shall pay Licensee a minimum fee in the amount of \$150 plus any additional fees charged in accordance with the Maximum N.J. State Police Rates and Schedule A\*\*** ~~[is retrieved no later than the fifteenth (15<sup>th</sup>) day after the tow, the Licensee shall be entitled to its full fee for towing and other compensable services. In the event such a vehicle is not retrieved by the fifteenth (15<sup>th</sup>) day, the Licensee shall be entitled to one-half of its fee for towing and other compensable services, regardless of when or if]~~ **\*\*at such time as the\*\*** ~~[such]~~ vehicle is sold at auction **\*\*.**~~[, and without further payment.]~~ **\*\*The City will offer the vehicle for sale at auction at a minimum bid price that is equal to the Licensee's properly charged fees. The City may, in its sole and absolute discretion, fix a starting bid price that exceeds the Licensee's fees including storage fees. All charges and fees collected by the Police Department at the time of release, sale or retention of any vehicle in excess of the Licensee's fees shall be retained by the City and applied as required under New Jersey Law. In the event there is no successful bidder after the first auction, the City may, in its sole and absolute discretion, pay Licensee its properly charged fees or, in lieu of payment, transfer possession of the vehicle to Licensee in the same manner it would to a successful bidder, in full and final satisfaction of all fees or other claims by Licensee.\*\***

The Licensee shall provide to the Police Chief or his designee an itemized report on the ~~[twentieth (20<sup>th</sup>)]~~ **\*\*tenth (10<sup>th</sup>)\*\*** day of each month, setting forth all vehicles towed **\*\*for the purpose of municipal police towing\*\*** ~~[to the police pound or other location owned and maintained by the~~

~~City of Bayonne,] during the preceding month. For example, on February [20<sup>th</sup>] **\*\*10<sup>th</sup>\*\*** Licensee will provide a report reflecting all vehicles towed to the City from January 1<sup>st</sup> through January 31<sup>st</sup>. [The Police Chief or his designee will confirm which vehicles were not retrieved by the fifteenth (15<sup>th</sup>) day after the tow, and the amount of fees due to Licensee. The City will use its best efforts to process payment of said fees by the end of the following month. Using the above example, by March 31. All charges and fees collected by the Police Department at the time of release, sale or retention of any vehicle for which the Licensee has been paid pursuant to this subsection shall be retained by the City.] **\*\*The City shall have the right, in its sole and absolute discretion, to conduct auctions of all vehicles towed pursuant to municipal police towing practices that are not released to their owners within the applicable time periods under New Jersey Law.\*\***~~

E. Prohibited Activities.

1. The practice of cruising with a tow truck is forbidden. Furthermore, no Licensee or one acting on his behalf or for his benefit shall pay any remuneration to any third person not involved in the accident or to any Police Officer for information as to the location of any accident or soliciting the employment of the Licensees for any accident or soliciting the employment of the Licensees service, nor shall a Licensee or one acting on his behalf give any gratuities, fees, or other compensation or gifts to any members of the Police Department or any other City employee.

2. No solicitation for automobile repairs shall be made by a Licensee at the scene of an accident or within forty-eight (48) hours of the release of the automobile owner or operator from any hospital.

3. A Licensee shall have no connection, directly or indirectly, in any way, with the business of another Licensee.

4. No Licensee shall share storage facilities, office space, telephone or any other business facility or equipment with any other Licensee.

5. No Licensee shall rent or lease any facilities or equipment required herein from any other Licensee.

(Ord. No. O-04-13 § 1)

6. No Licensee shall engage in predatory towing practices in violation of the Predatory Towing Prevention Act, N.J.S.A. 56:13-7 *et seq.*, or other applicable law, code, rule or regulation.

**4-29.3 Administration.**

The Governing Body hereby designates the Bayonne Police Department generally and Police Chief in particular, as its agents to supervise the



enforcement of the terms and provisions of this Section and the rules and regulations adopted hereunder. (Ord. No. O-04-13 § 1)

**4-29.4 Applicability.**

This Section shall not apply to towers not providing towing service for the Bayonne Police Department. (Ord. No. O-04-13 § 1)

**4-29.5 Violations and Penalties.**

Any person who shall violate any of the provisions of this section shall, upon conviction, be subject to the penalty provision set forth in Section 1-5 of the Revised General Ordinances of the City of Bayonne; and may be subject to imposition of penalties pursuant to N.J.S.A. 56:13-5.

(Ord. No. O-04-13 § 1)

**\*\*SCHEDULE A  
APPROVED ADDITIONAL TOW CHARGES**

**Non-Accident Recovery Services**

**Use of Skates** **\$ 75**  
**(flat fee that includes labor involved in using skates)**

**Use of Dolly** **\$ 100**  
**(flat fee that includes labor involved in using dolly)**

**Winching (flat fee)** **\$ 95**  
**(i.e. parallel parked vehicles and other  
circumstances where vehicle cannot be retrieved  
by standard tow – may be charged in addition to  
fees for use of skates and/or dolly where applicable)\*\***