

**NOTICE TO VENDORS**

**TOWNSHIP OF PEMBERTON**

**PT-1-2019**

**NOTICE IS HEREBY GIVEN** that sealed proposals will be received by the Township Clerk of the Township of Pemberton, in the County of Burlington, and State of New Jersey for the following contract:

Police Towing Services through March 31, 2022

**MAILED** completed applications including all require documents and information are to be addressed to:

Pemberton Township Clerk's Office  
Pemberton Township Municipal Building  
500 Pemberton-Browns Mills Rd.  
Pemberton, NJ 08068-1539

**HAND-DELIVERED** completed applications including all required documents and information are to be delivered to:

Pemberton Township Clerk's  
Office Pemberton Township Municipal Building  
500 Pemberton-Browns Mills Rd.  
Pemberton, NJ 08068-1539

All completed applications must be received at the Township Clerk's Office **no later than 10:00 A.M. on Thursday, February 21, 2019**. Bids shall be opened and publicly read on said date and time in Room #10, Council Chambers, Pemberton Township Municipal Building, 500 Pemberton-Browns Mills Rd., Pemberton, New Jersey. The application, all required documents, and the applicable Township Towing Ordinance are available online at the Township's website ([www.pemberton-twp.com](http://www.pemberton-twp.com)). All bidders are advised that they shall comply with the requirements of P.L. 1975, c. 127 (N.J.S.A. 10:5-31). The Township reserves the right to award more than one contract. In the event that more than one contract is awarded, the successful contractors shall be placed and provide towing services by way of a rotation list to be determined by the Township.

AMY P. COSNOSKI, RMC, TOWNSHIP CLERK

**PEMBERTON TOWNSHIP TOWING SERVICES APPLICATION**

Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_

Is applicant a corporation?

What is the State of incorporation, if any?

Does applicant conduct business under a different name?

If yes, under what name does applicant trade as?

List the name(s) of all owner/owners including stockholders, of applicant. As to each owner, include the percentage of ownership.

- I. List of all equipment required by municipal ordinance. Attach proof of ownership as to all such equipment.
  
2. Set forth the types and limits of insurance coverage as to liability, garage keepers, workers compensation, real and personal property, including towed vehicles, and their contents.
  
3. List in detail all of your company's experience in the towing business. Include time period, dates, experience with all of the equipment required, and business experience.

4. Identify each and every individual who will be performing any and all tasks involved in towing vehicles at the request of the Township of Pemberton. Attach any and all towing certifications for each and every owner and employee.
  
5. Attach proof of proper business, trade and vehicle licenses including vehicle registrations.
  
6. Attach a sketch of the business location. Describe any and all structures on the business property. Describe the area to be designated for vehicle storage. Include the dimensions, and set forth the number of vehicles that can be accommodated in the storage yard.
  
7. Provide an executed and dated Non-collusion Affidavit (see attached).
  
8. Provide an executed and dated Affirmative Action Affidavit (see attached).
  
9. Provide an executed and dated hold harmless agreement.
  
10. Provide executed and dated certifications as required by Chapter 170-3 A (5), (12), (13), and (14) of the Pemberton Code (see attached).

11. Indicate the days and times that applicant is available for an inspection of the property proposed as the business location, including office and towing yard, and all of the equipment required by Chapter 170 of the Pemberton Code.

Applicant: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR'S CERTIFICATION**

The undersigned, a duly authorized representative of \_\_\_\_\_  
(the "Company"), hereby certifies, as in accordance with the terms of the Township of  
Pemberton's Municipal Code, as follows:

1. The Company shall provide towing services anywhere in the Township of Pemberton within thirty (30) minutes of the initial call for service by or on behalf of the Township;
2. The Company shall be available to provide towing services in the Township of Pemberton on a twenty-four hour, seven day per week basis (24/7) basis;
3. All tow trucks to be used for towing services in Pemberton Township shall have two-way radio/cellular telephone capability with a dispatching center on a twenty-four-hour basis.
4. The Company shall abide by the fees set forth in Chapter 170 "Towing" of the Township Code;
5. The Company consents to the appointment of the Pemberton Township Clerk as the Company's true and lawful agent for the purpose of acknowledging service from any court of competent jurisdiction to be served against the Company arising from its towing contract with the Township.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title:

**HOLD HARMLESS AGREEMENT**

The Contractor shall defend, indemnify and hold harmless the Township of Pemberton, its elected officials, boards, commissions, officers, employees and agents from and against any and all claims or actions at law, whether for personal injury, property damage or liability, including any cost of defense incurred by the Township of Pemberton and any payments, recoveries and judgments against the Township of Pemberton, which arise from actions or omissions of the Contractor, its agents or employees, in the execution of the work and/or duties to be performed under its contract with the Township of Pemberton for the provision of towing services.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name:  
Title:

On behalf of:

\_\_\_\_\_  
Name of Contractor's Company

(REVISED 4/10)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY  
LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with NJAC. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27



**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_ ss:

\_\_\_\_\_ : being first duly sworn deposes and says  
(Name of Affiant)

that he is \_\_\_\_\_ of \_\_\_\_\_  
(Sole owner, a Partner, President, Secretary, etc.) (Name of Business Entity)

the party making the fore-going proposal or bid, that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any other bidder, or person interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information of data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
(Affiant)

Sworn to and subscribed before me  
this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_

Notary Public in and  
for  
\_\_\_\_\_ County

**AFFIRMATIVE ACTION AFFIDAVIT**

State of New Jersey

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes and  
says (Name of Affiant)

That he/she is \_\_\_\_\_ of \_\_\_\_\_,  
(Sole owner, a Partner, President, Secretary etc.) (Name of Business Entity)

the party making the foregoing proposal or bid, that during the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post In conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance officer setting forth provisions of this nondiscrimination clause.

The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The Contractor will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L., 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor agrees to make good faith efforts to employ minority and female workers consistent with (1) the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or (2) a binding determination of the applicable county employment goals determined by the New Jersey Division of Contract Compliance and Equal Employment Opportunity in Public Contracts pursuant to N.J.A.C. 17:27-5.2.

The Contractor agrees to inform in writing its appropriate recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The Contractor shall furnish such reports or other documents to the New Jersey Division of Contract Compliance and Equal Employment Opportunity in Public Contracts as may be requested by the Division from time to time in order to carry out the purposes of these regulations.

\_\_\_\_\_  
(Affiant)

Sworn to and subscribed before me

This \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_ County,

State of New Jersey.

*Township of Pemberton, NJ  
Friday, January 18, 2019*

## Chapter 170. Towing

[HISTORY: Adopted by the Township Council of the Township of Pemberton 2-20-2013 by Ord. No. 2-2013. Amendments noted where applicable.]

### **GENERAL REFERENCES**

Abandoned vehicles — See Ch. **180**.

Vehicles and traffic — See Ch. **182**.

## Article I. Definitions

### § 170-1. Definitions and word usage.

- A. Definitions. 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.

#### **DAY or DAYTIME**

The hours of the day falling between 6:01 a.m. and 5:59 p.m.

#### **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 a disabled vehicle.

#### **NIGHT or NIGHTTIME**

The hours of the day falling between 6:00 p.m. and 6:00 a.m.

#### **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, roads, public or private property located within the Township of Pemberton or any other highway, street, or road within the State of New Jersey.

**TOWNSHIP**

The Township of Pemberton.

**VEHICLE**

Any device in, upon or by which a person or property is or may be transported upon a right-of-way.

**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.

## Article II. Contract Required; Liability of Township; Application

### § 170-2. General provisions.

[Amended 5-19-2016 by Ord. No. 8-2016]

Tow company operators engaged in the practice of removing motor vehicles from private or public property are governed by the Predatory Towing Prevention Act, N.J.S.A. 56:13-7 et seq., (the "Act") and this chapter. Appointments of towers shall be by contract for an initial period commencing on or about April 1, 2016, and ending March 31, 2019. The governing body of the Township, at the beginning of each three-year period, shall authorize a contract or contracts for the appointment of towers to be called by the Burlington County Central Dispatch at the request of or on behalf of the Public Works Department or the Police Department on a rotating weekly basis. Each weekly period, which shall begin at 12:01 a.m. on Mondays and end at midnight the following Sundays, shall be assigned to a different tower, if more than one tower is awarded a contract. An annual nonrefundable fee of \$300 shall be paid to the Township by each tower so authorized each year prior to March 15. The appointment or appointments shall be made after the submission of an application as hereinafter set forth, and the review and recommendation of the same by the Business Administrator, said appointment to be made by resolution of the Township

Council authorizing towing contracts. Any tower receiving appointment shall be placed on a weekly rotation list, which shall entitle the tower(s) to exclusive towing rights during the weekly rotation period. In the event that the tower assigned to a particular rotation does not respond to a call within the response time prescribed herein and/or refuses to respond to a call, then the next tower on the list shall be called during said rotation, but only for that particular incident. The foregoing shall not be construed as authorizing a tower to fail or neglect to meet any and all obligations pursuant to the contract with the Township and/or this chapter. Tower(s) wishing to reapply at the end of their three-year appointment will be required to complete the application process again to include a \$300 annual nonrefundable fee submitted to the Township, if appointed. Applications for the next three-year period shall be received no later than March 1 of the third year of the preceding contract period.

## § 170-3. Application process.

- A. Any person interested in being placed on the aforementioned rotation list shall submit an application on a form to be prepared by the Township Administrator or designee, said form to contain at a minimum the information specified herein. The applicant shall provide, at a minimum, the following information:

[Amended 5-19-2016 by Ord. No. 8-2016]

- (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. Only one tow service with substantially the same owner (individual or family) and using the same equipment shall be considered for a contract award.
- (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 within 30 minutes of the initial call for service by or on behalf of the Township.
- (13)

Certification that the applicant shall provide towing services 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 agent for the purpose of acknowledging service from any court of competent jurisdiction to be served against the applicant.
- B. 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. Conviction of a criminal offense, including but not limited to fraud and theft, or suspension of a driver's license within the three years immediately preceding the first day of the contract period shall be cause for the disqualification of being appointed to provide towing and impound services. The Chief of Police or his designee shall conduct an inspection, during the application period, 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 obtain a Better Business Service Bureau report and any other reports that the Township Administrator may deem necessary. After a thorough investigation, the Chief of Police shall recommend to the Township Administrator whether an applicant should be appointed to provide towing service to the Township of Pemberton in accordance with the terms and conditions of this chapter and the towing contract to be prepared by the Township Solicitor. The Township Administrator shall submit a resolution to the Township Council requesting authorization to enter into contracts with the selected towing operators.
- C. In the event that an applicant has been disqualified from appointment for towing services, written notice shall be provided to the applicant by the Business Administrator. The applicant may appeal said decision to the Business Administrator no later than 15 days after the date set forth on the written notice. Said appeal shall be in writing and shall include the submission of any and all information in support of the appeal. A decision on said appeal shall be rendered by the Business Administrator within 15 days after receipt thereof.

## § 170-4. Independent contract.

By entering into a contract for towing services with the Township, 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 considered belonging to or employed by the Township. The tower is in no way or sense an agent or employee of the Township.

## § 170-5. Hold-harmless agreement; liability.

- A.

The tower, by entering into contract for towing services with the Township, 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 a form hold-harmless agreement.

- B. 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 by executing a form hold-harmless agreement.
- C. The Township shall not be liable for any services whatsoever which may be rendered by towers to motor vehicles, and the tower shall seek payment only from the driver and/or owner of such vehicles for compensation. This provision shall not apply in instances where the Township has been at fault in wrongfully directing that a vehicle be towed.

## Article III. Requirements

### § 170-6. Equipment.

[Amended 5-19-2016 by Ord. No. 8-2016]

- A. The tower shall have sufficient equipment to tow any size vehicle utilizing the highways, streets and roads in the Township. The minimum requirements are one heavy-duty, large-capacity wrecker with a minimum of twenty-five-ton capacity, and one medium-duty wrecker with a minimum of a six-ton capacity, and one flatbed with a minimum four-ton capacity. All of the required equipment shall be available exclusively for towing and recovery in the Township during the periods of time that the tower is on duty status under the contract awarded pursuant to this chapter. In lieu of owning a heavy-duty wrecker, the tower shall contract with another entity for heavy-duty wrecking. If a tower does not own a medium-duty wrecker, the tower may contract with another entity for heavy-duty wrecking. Any such contracts with other companies referenced above shall be subject to the fees and charges established in this chapter. The wrecker specifications are as follows:
  - (1) Heavy-duty wrecker.
    - (a) Minimum of twenty-five-ton capacity.
    - (b) Air brakes.
    - (c) Air fittings for releasing air-pressure-lock brakes on dump trucks and tractor-trailers.
    - (d) Underreach capabilities.
    - (e) All required ICC safety equipment must be carried.



- (f) Must meet all federal and New Jersey Division of Motor Vehicle requirements.
  - (g) Portable safety lighting to be installed on rear of towed vehicle.
  - (h) Off-side truck winching.
- (2) Medium-duty wrecker.
- (a) Minimum of six-ton capacity.
  - (b) Chassis requirements should be 19,501 pounds gross weight.
  - (c) Steering wheel lock for towing vehicles from the rear.
  - (d) Wheel lift and underreach capacity.
  - (e) All ICC safety equipment must be carried.
  - (f) 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 the aforementioned satisfactory proof shall result in the disqualification of the tower.

## § 170-7. Employees.

- A. 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, during an assigned rotation week. If at any time during the contract period a tower fails to have a sufficient number of employees to fulfill their contractual duties they shall notify the Township in writing immediately.
- B. 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.
- C. All operators of the towers' equipment providing services required by this chapter shall be over the age of 18, must have a valid, current, driver's license, and be certified to operate towing equipment by a state or national professional towing organization.
- D. No person shall be utilized by the tower to provide services required by this chapter for the Township unless the Township has obtained a criminal or other 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:

- (1) Conviction of any crime of the first or second degree.
- (2) Conviction of any crime involving the use of a firearm.
- (3) Conviction of any crime involving the manufacture/distribution of any controlled dangerous substance.
- (4) Conviction of any crime or offense which subjects the employee to the provisions of Megan's Law.
- (5) Conviction within the last five years for driving under the influence of intoxicating beverages or drugs.

E. No employee of the tower shall perform services unless previously listed by the contractor to the Township.

## § 170-8. Availability; response time.

[Amended 5-19-2016 by Ord. No. 8-2016]

The tower shall be available and shall respond to all calls 24 hours a day, seven days a week, in and/or on behalf of the Township at the direction of the authorized representatives of the Police Department and the Department of Public Works as per the rotation requirements hereinafter set forth, and shall be required to respond to the scene of a call for service anywhere in the Township within 30 minutes. During the rotation the tower has exclusive rights and responsibility to tow vehicles on behalf of the Township, said tower shall be called or dispatched first by Burlington County Central Communications and/or the Pemberton Township 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. Such action shall not relieve the tower scheduled for the rotation at the time of the call of the responsibility to respond pursuant to the contract with the Township and/or this chapter. 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. The Township shall determine when an emergency exists. 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:

- A. The insurance policies, as required, have been procured and supplied.
- B. 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.
- C. The requirements of this chapter and all other laws, statutes and ordinances have been met.

## § 170-9. Storage location.

[Amended 5-19-2016 by Ord. No. 8-2016]

The vehicles must be towed to a location containing a minimum storage area sufficient for the storage of 25 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 500 Pemberton-Browns Mills Road, Pemberton, New Jersey 08068. Storage areas shall meet the following requirements:

- A. The land used for the storage of the vehicles shall be zoned for such use 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. If it is located outside of Pemberton Township, it must meet or exceed those zoning regulations applicable to Pemberton Township.
- B. No towed vehicle may be parked upon the public street but shall be stored by the tower within the storage area as hereinafter defined and approved by the Township.
- C. The tower must provide access to the storage area to the Pemberton Township Police Department as needed on a twenty-four-hour-a-day basis.
- D. The storage area shall accept all types of vehicles and be able to hold at least 25 vehicles.
- E. The entire land area of the storage location shall be enclosed by a fence of sturdy construction of at least six feet in height and shall be secured with lighting.
- F. The land used for storage is to be level and clear from all debris and must be clearly marked.
- G. 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.
- H. 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.
- I. The storage facility shall have a business office open to the public between 8:00 a.m. and 6:00 p.m. at least five days a week, excluding holidays.

## § 170-10. Violations and penalties.

[Amended 5-19-2016 by Ord. No. 8-2016]

- A. If a tower is in violation of any terms of this chapter, the Chief of Police shall notify the Township Administrator, who shall notify the tower in writing of the nature of the alleged violation, the proposed action, and the date for a hearing before the Township Administrator regarding same, which date shall be no earlier than 10 days after the date of the notice nor later than 30 days thereof. Subsequent to the aforesaid hearing, the Township Administrator is authorized to suspend a tower's contract for a specific number of rotations and/or terminate a tower's contract and remove said tower from the rotation list for the remainder of the contract period for violations of this chapter. If a towing contract has been terminated for a violation of this chapter, said tower will not be eligible to be considered for contracting towing services with the Township for a minimum period of three years beginning on the date the terminated contract would have ended. Adequate grounds for termination and/or suspension of services shall include but are not limited to a violation of the terms of this chapter, fraudulent or inaccurate application information, unsatisfactory service, negligent or deliberate failure to provide services, failure to comply with the requirements of any section of this chapter, billing irregularities, or the violation of any New Jersey statute or regulation.
- B. 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 Administrator, if necessary. Should the tower be located outside of Pemberton Township, any criminal investigation, or complaints of criminal activity including but not limited to theft, damage to vehicles or other activity shall be conducted by the police department having jurisdiction. Complaints (other than criminal complaints) shall be handled by Pemberton Township. Such complaints may be cause for termination of the tower's services and removal from the rotation list by the Township Administrator.

## § 170-11. Records; inspection; release of vehicle.

[Amended 5-19-2016 by Ord. No. 8-2016]

- A. The tower shall maintain a written record of all vehicles towed, stored and released by it pursuant to this chapter. Such records shall include the full name and current address of the owner of the vehicle, the towed vehicle's identification number, the towed vehicle's license plate number, the name and address of the insurer of the vehicle, if any, and the name and telephone number of the insurer's representative. All records shall be kept for a seven-year period. The tower shall be responsible to safeguard and release the vehicle and the contents left with the vehicle to the owner.
- B. The tower is to notify the Chief of Police or his designee, in writing, once a vehicle is towed pursuant to this chapter, and has been in the tower's possession for a period of seven calendar days.
- C. The tower shall not release vehicles towed pursuant to this chapter without the claimant first obtaining a written 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 of such release.

- D. 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 Administrator 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 Administrator, or their designees, upon their request during normal business hours.
- E. 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.
- F. Pursuant to N.J.S.A. 56:13-17(11), every towing company that performs private property or other nonconsensual towing shall retain and make available for inspection by the New Jersey Division of Consumer Affairs for a period of three years, invoices, job orders, logs, claims for reimbursement from insurance companies and other documentation relating to all consensual and nonconsensual towing services performed and rates charged for the services.

## § 170-12. Disputes and adjustments.

- A. 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 and the Township Administrator.
- B. In cases where the Township has been at fault in wrongfully directing that a vehicle be towed, the tower may petition the Township Administrator for reimbursement of costs incurred in the towing and storage of said vehicle.

## § 170-13. Standby service.

- A. 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 Administrator, 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 and be prepared to remove all types of vehicles.
- B. Standby service will begin when the Chief of Police or his authorized designee alerts the tower to the standby service period and will end when the Chief of Police terminates the standby status by calling the tower.
- C. 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.

## Article IV. Removal and Storage of Vehicles

### § 170-14. Removal.

[Amended 11-6-2013 by Ord. No. 20-2013;<sup>[1]</sup> 5-19-2016 by Ord. No. 8-2016]  
Vehicles shall be removed as followed:

#### A. Abandoned vehicles.

- (1) Abandoned vehicles as defined in this chapter 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 30 minutes from the time of notification under normal conditions seven days a week, anywhere within Township limits. Abandoned vehicles shall be towed without charge to the Township to the aforementioned required storage area and stored thereon for no longer than 20 days without any charges or liens accruing against the Township. Abandoned vehicles remaining after 20 days may be removed from the secured area, provided that the Pemberton Township Police Department has applied for a junk title pursuant to the provisions of Title 39.
- (2) 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 located on their property.
- (3) 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 at auction of such vehicles. The Township shall pay the tower's reasonable fees as set forth in this chapter, and as limited by applicable law, for towing and storing a vehicle sold in this manner from the proceeds of the sale but in no event shall the Township be required to pay the tower more than the sales price of the vehicle. 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.

#### B. Vehicles not abandoned.

- (1) All vehicles involved in accidents, disablements, stolen vehicles, vehicles involved in suspected crimes and the like shall be towed and stored under the direction and supervision of the Police Department 24 hours a day, seven days a week. Vehicles shall be available for release between the hours 8:00 a.m. to 6:00 p.m., Monday through Friday, except legal holidays, and between the hours of 9:00 a.m. and 1:00 p.m., Saturday. Sunday hours are optional; however, no storage charge for Sunday shall be assessed if a vehicle is picked up on Monday due to the owner not receiving a release certificate from the Police Department in time for Saturday pickup. In addition, no storage charge shall accrue on any day that the tower is closed due to holiday or any

other reason. The tower shall arrive at the scene of the accident within 30 minutes under normal conditions after police notification. Repeated late arrivals at the scene of accidents may result in a suspension and/or the termination of the tower's services as otherwise provided in this chapter.

- (2) 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 informed the Police Department that he/she has summoned his/her own tower and said tower arrives on the scene in a reasonable time, 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.
- (3) Vehicles towed under this section shall be treated as abandoned vehicles pursuant to Subsection **A** above except where vehicle is abandoned at a repair facility pursuant to N.J.S.A. 39:10A-8 or where there is a dispute between the owner of a vehicle and a repair facility pursuant to N.J.S.A. 39:10A-9. A vehicle is abandoned at a repair facility solely when the owner of vehicle has authorized the repair facility to perform repairs on the vehicle, and shall not include towing and storage services, unless said towing and storage services are in conjunction with authorized repairs.

C. Vehicles on private property.

- (1) No tower shall remove any motor vehicle parked for an unauthorized purpose from any privately owned parking lot without the consent of the motor vehicle owner or operator, unless:
  - (a) The tower shall have entered into a contract for private property towing with the owner of the property;
  - (b) There is posted in a conspicuous place at all vehicular entrances to the property which can easily be seen by the public a sign no smaller than 36 inches wide stating:
    - [1] The purpose for which parking is authorized and the times during which such parking is permitted;
    - [2] That unauthorized parking is prohibited and will be towed at the owner's expense;
    - [3] The name, address, and telephone number of the towing company that will perform the towing;
    - [4] The charges for the towing and storage of motor vehicles;
    - [5] The street address of the storage facility where the towed vehicle can be redeemed after payment of the posted charges and the times during which the vehicle may be redeemed;
    - [6] Such contact information for the Division of Consumer Affairs as may be required by regulation;

(c)

Subsection **C(1)(b)** above shall not apply to residential communities in which parking spaces are specifically assigned to community residents, provided that:

- [1] There is specific documented approval by the property owner authorizing the removal of the particular vehicle;
- [2] The assigned spaces are clearly marked as such; and
- [3] A sign is posted at all vehicular entrances to the residential community property, stating that unauthorized parking is prohibited and providing information or a telephone number enable the vehicle owner or operator to immediately obtain information as to the location of the towed vehicle.

(d) The property owner has authorized the person to remove the particular motor vehicle and the owner has a contract with a tower for private property towing services.

- (2) This section does not apply to a motor vehicle parked on a lot or parcel on which is situated a single-family unit or an owner-occupied multiunit structure of not more than six units or in front of any driveway or garage entrance where the motor vehicle is blocking access to that driveway or garage entrance.

D. Township-owned vehicles. As consideration for the towing contracts authorized by this chapter, each tower shall be required to provide towing services to the Township for Township-owned vehicles at no cost to the Township five times per year. Towers shall not be required to provide free tows to Township-owned vehicles which require the use of heavy-duty equipment. After providing five free tows, or for vehicles requiring the use of heavy-duty equipment, towers shall charge the flat fee provided in § **170-18A** for the tow of Township-owned vehicles.

- [1] *Editor's Note: This chapter was vetoed by the Mayor, and said veto was overridden by Council vote 12-4-2013.*

## § 170-15. 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.

## Article V. Indemnity and Insurance

### § 170-16. Indemnity and insurance.

A. The tower shall indemnify and hold harmless the Township from any and all claims against the Township of Pemberton 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 workers' compensation insurance in accordance with the requirements of New Jersey state law. The tower shall also carry public liability, property damage and contingent liability insurance to indemnify the Township 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. The tower shall carry appropriate bodily injury liability insurance with \$1,000,000 combined single limit and automobile bodily injury liability insurance, with limits of not less than \$750,000 for each person and \$1,000,000 for each accident, and property damage liability insurance with a limit of not less than \$750,000 for each accident.
- D. The tower shall carry garagekeeper's liability in an amount not less than \$100,000 per location and garage liability in an amount not less than \$1,000,000 combined single limit.
- E. Certificates of insurance showing that the tower is insured, and that the Township is named as additional insured, in conformance with the above, shall be furnished to the Township Administrator, subject to approval of the Township Solicitor, and filed with the Township Clerk. The certificates of insurance shall be delivered to the Township Administrator.

## Article VI. Rate Schedule; Charges and Fees

### § 170-17. General provisions.

[Amended 5-19-2016 by Ord. No. 8-2016]

- A. The Township shall not be responsible for the collection or payment of any charges for the towing or storage of vehicles. The charges, 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. Towers shall be required to accept forms of payment including but not limited to: cash, credit card, debit card, and personal checks drawn on banks located within the State of New Jersey.

- B. In the event that the Township conducts an auction of unclaimed abandoned vehicles as defined in this chapter 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 subject to statutory limits. 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.
- C. 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 curblin 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 curblin 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.

## § 170-18. Charges and fees.

[Amended 11-6-2013 by Ord. No. 20-2013;<sup>[1]</sup> 5-19-2016 by Ord. No. 8-2016]  
The charges, fees and rates for vehicles to be towed and stored shall be as follows:

- A. Flatbed and towing service pursuant to this chapter which will include all towing/winching, labor, and cleanup costs associated with removal of the vehicle:
- (1) One hundred fifteen dollars. At nights (from 6:00 p.m. through 6:00 a.m.), the fee shall be \$130.
  - (2) One hundred thirty-five dollars for trucks weighing 2.5 tons to five tons; \$150 for night towing.
  - (3) Two hundred twenty-five dollars for trucks weighing over five tons, buses, tractor trailers, heavy equipment; \$250 for nights.

- (4) Waiting time while standing by at the scene for police or EMS activities after 30 minutes shall be \$80 per hour. There shall be no waiting time charged for the 30 minutes. If there is more than one vehicle to be serviced, waiting time shall be divided between the vehicles. In no instance, shall each vehicle be charged separate waiting times.
- (5) In conjunction with § **170-14D**, the flat fee for towing of any Township-owned vehicle, at any time of the day or night, shall be \$75. The owner and/or insurer of towed vehicles shall be afforded the opportunity to retrieve items from a towed vehicle and/or inspect a towed vehicle upon written request to the tower unless retrieval and or inspection of the vehicle is denied by the Police Department for specific police purposes. The written request shall indicate the date and time of the inspection, and the full name of the person conducting the inspection. Said writing shall be retained by the tower and produced upon request of the Township. The first three trips to a towed vehicle shall be at no cost to the owner and/or insurer of the towed vehicle. A tower may charge an administrative fee in the amount of \$25 for each subsequent trip to the towed vehicle. All trips to the towed vehicle will be made during normal business hours as established by this chapter unless mutually agreed upon by the tower and the owner and/or insurer.

B. Winching services not associated with the towing of a vehicle:

- (1) Light winches: \$85 per unit per hour.
- (2) Medium winches: \$150 per unit per hour.
- (3) Heavy winches: \$250 per unit per hour.

C. Mileage:

- (1) For vehicles towed within the Township limits or to or from the tow service place of business or storage, there shall be no mileage charges.
- (2) For vehicles towed to or from areas outside of the Township limits at the request of the owner of the vehicle: \$4 per mile.

D. Storage:

- (1) There will be no charge for storage for any vehicle removed within the first 24 hours of the time the vehicle is towed. There shall be no charge for storage of any vehicle when the storage facility is not open for business. This also applies to any legal holiday or any day in which the tower is not open for normal business. A towing company shall provide reasonable accommodations for after-hours release of stored vehicles.
- (2) Automobiles, trucks under five tons, motorcycles, mopeds and motor scooters will be charged \$35 per business day for storage after the first 24 hours.
- (3) Trucks over five tons will be charged \$65 per business day for storage after the first 24 hours.
- (4) Trucks, tractor-trailers, buses and heavy equipment over five tons: \$60 per business day after the first 24 hours.

E. Road service; vehicle lockout service:

- (1) Daytime rate: \$75.
- (2) Nights between 6:00 p.m. and 6:00 a.m., weekends, and holidays: \$100.

[1] *Editor's Note: This chapter was vetoed by the Mayor, and said veto was overridden by Council vote 12-4-2013.*

## Article VII. Equipment

### § 170-19. Equipment.

[Amended 5-19-2016 by Ord. No. 8-2016]

A. Equipment required. All wreckers shall be equipped with the following minimum equipment needed for towing, cleanup or related services:

- (1) Two safety chains 3/8 inch by 10 feet with a minimum Grade 8 alloy.
- (2) Two safety chains 3/8 inch by 10 feet with "J" and "T" hooks and grab hooks.
- (3) Wheel safety straps or equivalent wheel retention device.
- (4) One four-ton snatch block per winch.
- (5) Trailer ball hitch attachment.
- (6) Motorcycle towing equipment.
- (7) Amber yellow lights with proper permits.
- (8) Two floodlights to the rear of wrecker.
- (9) Two-way radio or cell phone.
- (10) Assortment of tools.
- (11) Jumper cables.
- (12) Flashlight, fire extinguisher and first aid kit.
- (13) Gas can.
- (14) Lug wrench and jack.
- (15) Broom, shovel, road flares or triangle or road cones.
- (16) Four tie-down devices.
- (17) One bridle chain, high-test, with "J" hooks, "T" hooks and grab hooks.
- (18) Assortment of wood blocks.

(19) Dry agent for spills and absorbent.

- B. Specialized equipment. In cases of an individual tow that requires additional manpower or the rental or utilization of specialized equipment not specified in this chapter, all reasonable charges therefore shall be paid by the owner of the towed 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, Fire Chief, OEM Coordinator and/or scene commander or their designee, with the owner then being responsible for all personnel, equipment and additional labor costs. The Chief of Police or his designee shall determine the necessity for specialized equipment. This subsection shall not be construed to authorize the hiring of additional employees for the tow's business, and generally charging vehicle owners an additional fee for said employees.

## Article VIII. Unloading of Goods

### § 170-20. 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 tow 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. The Chief of Police or his designee shall determine when an emergency exists.