

ORDINANCE NO. 2280

**AN ORDINANCE AMENDING CHAPTER IV, SECTION 4-19
OF THE CODE OF THE BOROUGH OF ROSELLE PARK
REGARDING TOWING AND STORAGE**

BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Chapter IV, Section 4-19 of the Borough Code regarding Towing and Storage is hereby amended in its entirety to read as follows:

SECTION I:

4.19-1 License Required to Provide Emergency Services.

No towing operator should provide Police-requested or emergency tow truck services within the Borough without obtaining a license in accordance with the provision of this section. Specifically exempted from this license requirement are the towing, transportation, conveying and removing of vehicles from private property except in the case of a Police emergency. The Borough of Roselle Park shall solicit proposals of licensed towing operators to provide Police-requested and emergency towing services pursuant to N.J.S.A. 40:49 et seq. The Borough shall award a two (2) year license with the option to renew for two (2) additional years at the Mayor's and Police Chief's discretion to operate Police-requested or emergency towing services consistent with the following provisions.

4-19.2 Rating and Evaluating Licensees.

Each proposal shall be evaluated pursuant to the criteria set forth herein. Licensees are required to meet all of the minimum criteria. Failure to do so, whether determined by the Borough upon the review of the proposal or upon the inspection of the licensee's facility and vehicles, may result in the rejection of the proposal.

a. Licensees who meet and do not exceed the minimum criteria will receive a score of "1" for each of the criteria. Failure to meet the minimum criteria will result in a score of "0" for that criteria.

b. If no licensee achieves "1" for every category, then the Borough reserves the right to award to the tower(s) with the greatest score on a nondiscriminatory basis.

c. All books, ledgers, and other pertinent records of the licensee shall be available for inspection by authorized representatives of the Borough at all reasonable times, and the licensee agrees to furnish the Borough with such records, reports, or tabulations of services rendered under this agreement as may be required for a minimum of seven (7) years after the expiration of the contract. Failure to comply may result in the Police Chief issuing an immediate suspension.

The Borough shall request from DMV a MVI within ten (10) days of the initial tow. The information will be promptly provided to the contractor and thereafter the Police Department shall apply for title in accordance with the laws of the State of New Jersey.

4-19.3 Mandatory Submittal Requirements.

In addition to meeting each and every standard and/or requirement set forth within this section, each proposed licensee shall provide the following information and documents as part of the sealed proposal. Each proposed licensee is required to include each of the below-mentioned items and the mandatory towing garage information sheet with its proposal package. The absence of any of these completed documents with the sealed proposal will cause the proposal to be rejected.

a. One (1) each of the following: stockholders disclosure; fully completed proposal sheet; affidavit of moral integrity, compliance and noncollusion; certificates of insurance; joint venture agreement (if applicable); list of additional credit cards and/or motor club cards accepted in addition to those required and a fully completed towing garage information form.

b. A list of all vehicles and equipment to be used during the contract term must be submitted. State the quantity, make, year, capacity, condition, and registration number of each vehicle and include copies of the vehicle registration and proof of ownership of lease/interest with a copy of lease/subcontract from a company regularly in the business of leasing.

c. The name and address of the principal place of business, and the address of any branch offices and/or off-premises storage facilities.

d. Proposed licensee shall provide current letter of reference from each of the following: a commercial account; a motor club; and a City, County or State highway or toll road of the municipality for which he tows. "Current" is defined as "issued within the past twelve (12) months."

e. A roster of all employees who will perform services under the proposal and/or contract. The Borough reserves the right to perform criminal background checks and/or credential checks on each of the employees listed by the proposed licensee from, but not limited to, the following agencies: Division of Consumer Affairs in the Department of Law and Public Safety, and Division of Fraud in the Department of Banking and Insurance. The following information shall be included as part of the roster of employees.

1. Name, position and general duties;
2. Address;
3. Date of birth;
4. Social security number;
5. Driver's license number (copy of license included);
6. Driver's license expiration date;
7. Type of license;
8. Abstract of driver's license for driver.

f. Proposed licensees shall also submit a complete list of all criminal convictions of all directors, partners and employees of any crime of the fourth degree or higher within the past ten (10) years from the date of the proposal opening. The licensee shall immediately notify the Borough, in writing, of any criminal charges that may become pending against the business, its officers, directors, principals, partners, stockholders, employees, or employer (closed corporations only) during the term of the contract or pending at the time of the receipt of the within proposal.

g. A description as to the support of storage space available. This description shall include the size of the available storage area and spaces available.

h. Proof of ownership or rental of the storage facility or facilities. In the case of rental, a copy of the fully executed lease agreement covering the term of this contract shall be submitted. The lease shall state that the storage of towed vehicles will be allowed under the lease provisions.

i. A list of all leased or subcontracted equipment to be used during the contract term, including the name and address of the owner and/or subcontractor and a copy of the lease or contract.

j. A statement of experience and at least three (3) contact names and telephone numbers.

4-19.4 Licensing Standards.

a. *Reliability.*

1. The licensee shall not have had two (2) or more contracts, with any government entity, suspended for cause for a period of thirty (30) days or more and/or terminated for cause within the last one (1) year prior to the proposal due date.

2. The licensee shall provide the name and telephone number of a contact person who will be available twenty-four (24) hours a day, seven (7) days per week.

3. The licensee shall be able to provide towing and related services twenty-four (24) hours a day, seven (7) days a week, including all holidays.

4. The licensee will provide towing at no charge for any Borough-owned vehicles within a reasonable distance to Borough (no farther than twenty-five (25) miles).

5. The licensee shall provide that all personnel and equipment used in performance of his duties as a license holder shall be and remain his direct responsibility and that in no event shall any personnel or equipment be represented or considered as belonging to or employed by the Borough. The licensee agrees and fully understands that he is operating under this agreement as an independent contractor and in no way as an agent, servant, or employee of the Borough of Roselle Park.

b. *Experience.*

1. At a minimum, the licensee must have five (5) years experience within the last seven (7) years in providing emergency towing service to a municipality or other government entity. The Borough may take into account the proposer's type of government experience in evaluating the proposals.

2. The licensee shall warrant that equipment operators shall be competent, experienced and appropriately licensed in the operation of all equipment needed to perform towing and emergency services. The equipment operator shall, at all times, be courteous and present a clean, neat appearance, and shall obey and respect all rules and regulations of the Borough and such modifications thereof as shall be prescribed by the Borough in the interest of efficient service to be performed by a contractor.

3. The licensee shall employ experienced drivers who have valid driver's licenses for the equipment to be operated.

c. *Response Time.* The licensee shall reach the furthest areas in the municipality from his facility within twenty (20) minutes at all times; the licensee shall also return to his garage facility within twenty (20) minutes at all times. (Heavy traffic periods will be included in calculation).

d. *Acceptance of Credit Cards and Prepaid Towing Contracts.* At a minimum, the licensee shall accept AMEX, Visa and MasterCard from motorists for services rendered. Failure to comply with these provisions or refusal to accept the credit cards when tendered by a motorist shall be deemed to be a substantial violation of the requirements of this contract. The licensee shall indicate on his application for license other credit cards and auto club memberships he accepts in addition to those listed above.

e. *Price to Patrons.*

1. Towing charge and mileage charge shall start at the point of disablement. No travel time or mileage charge to the point of disablement will be permitted. All calls for disabled vehicle service originating on or dispatched by the Borough of Roselle Park shall be charged the rates stipulated to by the licensee, with respect to Class I vehicles, or shall adhere to the rates with respect to Class II and Class III vehicles. No licensee shall charge a motorist or any other third party (such as an insurance company or a motor club) an amount in excess of the amount bid with respect to Class I vehicles.

2. Pursuant to N.J.S.A. 40:48-2.49, as amended, all licenses shall provide a statement that regulations and fee schedules are available to the general public during normal business hours of the Borough.

3. Pursuant to this section, a licensee shall post in a conspicuous manner, in the motorist waiting area, a copy of the Roselle Park contract municipal rates as outlined in the Municipal Request for Proposal for Towing and Related Services.

4. The licensee shall supply all the information requested on the proposal sheet. In the case of an accident, any additional repair services not specifically listed in this section may be charged pursuant to the agreement of the licensee and the vehicle's owner or owner's agent after the vehicle is removed from the scene of the accident.

5. The equipment rental rate and all other fees as specified in this section and/or the Maximum Rate Schedule shall include experienced operators for each vehicle and all fuel, repair, insurance and any and all other operating expenses.

6. Maximum Rate Schedule.

(a) In order to protect the motoring public and to ensure reasonable charges and guard against predatory pricing, the Borough has imposed limitations on rates which may be charged for towing and emergency services. Maximum rates will be in effect twenty-four (24) hours a day, seven (7) days a week, including holidays. At no time during the term of this contract may the licensee charge rates to motorists that exceed the maximum rate established by the Borough, nor may the contractor charge rates in excess of those quoted in his proposal; site relation charges; waiting time; administrative fees; or any other service.

This provision regarding maximum rates does apply to service provided to other than Class I vehicles (except as set forth herein to the contrary), and to charges for incidental labor and winching provided herein.

(b) Maximum rates for services to be provided under this section:

(1) Maximum rates on towing cars and campers up to a registered maximum gross weight of six thousand nine hundred ninety-nine (6,999) pounds (cars and other Class I vehicles), are as follows:

- [a] Towing charge: sixty-five (\$65.00) dollars.
- [b] Mileage: three (\$3.00) dollars per mile or fraction thereof.
- [c] Road service, twenty-four (24) hours per day: thirty (\$30.00) dollars.
- [d] Tire change: thirty (\$30.00) dollars.
- [e] Fuel, oil and water call: thirty (\$30.00) dollars.
- [f] Battery boost: thirty (\$30.00) dollars.
- [g] Storage per day: thirty (\$30.00) dollars.
- [h] Winching: two (\$2.00) dollars per foot.
- [i] Labor: fifteen (\$15.00) dollars per quarter hour, or any part thereof, when not performing any of the above specified charges.
- [j] Upright rollovers and off-roadway recovery: one hundred (\$100.00) dollars per hour.

(2) Rates on road service for other than cars and other Class I vehicles are as follows:

[a] Road service, twenty-four (24) hours per day: seventy-five (\$75.00) dollars per tow truck required.

[b] The above average charge shall be in addition to the thirty (\$30.00) dollar charge for motor fuel, oil, labor, parts and other material needed for repair, but shall not be in addition to the towing charge, if any.

[c] The charge of parts and labor shall be in accordance with the current edition of Motor's Publications or similar industry guides.

(3) Rates on towing trucks and buses (two-axle) and cars and campers with a registered maximum gross weight from seven thousand (7,000) pounds to fourteen thousand nine hundred ninety-nine (14,999) pounds (Class II vehicles), are as follows:

[a] Towing charge: one hundred fifty (\$150.00) dollars, plus five (\$5.00) dollars per mile or fraction thereof, per tow truck required.

(4) Rates on towing trucks, with or without trailers, and buses (three-axle or more), or other vehicles with a registered maximum gross weight exceeding fourteen thousand nine hundred ninety-nine (14,999) pounds (Class III vehicles), are as follows:

[a] Towing charge: two hundred fifty (\$250.00) dollars, plus five (\$5.00) dollars per mile or fraction thereof, per tow truck.

[b] The charge for use of a land-all trailer (lowboy) is one hundred fifty (\$150.00) dollars for the first hour, with an additional seventy-five (\$75.00) dollar charge for each additional hour used. In addition, there will be a towing charge of five (\$5.00) dollars per mile.

[c] The charge for the use of a heavy-duty under reach is two hundred fifty (\$250.00) dollars per hour, plus five (\$5.00) dollars per mile or fraction thereof.

(5) The mileage charges for a Class I vehicle shall not apply when the operator of the vehicle elects to be towed to a destination beyond thirty (30) miles. In such cases, the mileage charge shall be reasonable and as mutually agreed upon between the operator of the vehicle and the garage. In no case shall the mileage charge exceed four (\$4.00) dollars per mile within the State of New Jersey.

7. Charges for Parts, Repairs, Labor and Service.

(a) By submitting an application for a license, the licensee covenants and agrees that the charges to the motorist for parts, repairs, labor, and service for each vehicle as described in this section shall in no event exceed the rates of reasonably accepted commercial rates for parts. Labor charges for repair shall be comparable to those allowed by Motor's Publications or similar industry guides.

(b) Whenever it is determined by the Borough that a charge has been made in excess of the rates listed, the contractor, upon demand by the Borough, will be required to make immediate reimbursement to the motorist. If the contractor disagrees that the amount charged is excessive, then the amount in dispute shall be deposited with the Chief of Police in certified funds pending a formal hearing before the Chief of Police or his designated Traffic Officer. The licensee agrees to maintain records of all services performed under this section and to provide a copy of them upon request. The licensee agrees that if the requested documents are not supplied within ten (10) business days, his license shall be subject to suspension for a period of up to two (2) years.

f. *Adequate Equipment.* Each licensee shall submit a complete towing garage information form, (a blank form of which is attached to the Municipal Request for Towing Services, attached hereto as Appendix A*) with the proposal showing that the licensee owns or leases all equipment required to perform the contract service. Each licensee's equipment shall meet or exceed the Borough's requirements as listed below.

1. The licensee shall have available for service at a minimum two (2) wrecker trucks, with wheel-lifts (no bold-on attachments), and two (2) flatbed trucks equipped to render first class wrecking, towing, and road service, and two (2) heavy-duty wreckers with wheel lifts. The type, condition, and design of the equipment required shall be such that it will efficiently perform the work required and shall be subject to inspection by the Borough. Blinker lights and flags or flares with a visibility of one thousand (1,000) feet from a disabled vehicle must be on board each vehicle and shall be brought along for all calls.

2. Notwithstanding any other provision of this section, the licensee shall have immediate access to at least one (1) wrecker with a crane, capable of handling the heaviest trucks and motor vehicles allowed to operate without specific permission on New Jersey roadways.

3. The licensee's wreckers shall carry necessary mechanic's tools, including at a minimum, portable air compressors for tire inflation, flashlights and crowbars. Wreckers shall carry regular, no-lead and diesel motor fuels; oil; anti-freeze/coolant and water. In addition, sand, at least one (1) foam fire extinguisher, brooms, and shovels shall be carried to perform the necessary cleanup where required from an accident or removal scene. Cleanup will include sweeping the roadway and removing all glass, plastic, and/or other parts and shall include the drying or removal of any oil, gas, or other material at the scene on the roadway or in the vicinity.

4. The licensee shall maintain all equipment in good mechanical condition, and it must be available for inspection at all times by representatives of the Borough or the Police. Equipment shall meet all Federal and State regulations and all OSHA standards.

5. Each service vehicle shall be kept clean and have a freshly painted appearance and have permanently placed letters giving the name of the licensee.

6. Each service vehicle shall be appropriately identified on each side with the name and address of the licensee and the Borough identification as deemed necessary by the Borough. Magnetic signs are not acceptable.

7. The licensee shall ensure that each service vehicle is properly registered and insured as provided herein.

8. The licensee shall maintain written, separately dated monthly vehicle impound computerized records for unclaimed vehicles to be forwarded to the Police Chief, indicating the make, year and registration of each vehicle; date and time towed; date and time released; odometer reading, and VIN. All impounded vehicles will be released only after receiving written Police authorization. Each licensee shall be required to keep up-to-date computerized records of all vehicles towed in connection with this license. Each licensee shall provide the Borough Police Traffic Bureau with a list of all vehicles towed by order of the Police (impounded) that remain unclaimed in storage and a list of which vehicles have been released every Friday by 12:00 noon. A violation of this section shall be grounds for immediate suspension and possible revocation of license.

g. Location of Storage and Repair Facility. A licensee's facility shall be zoned for long-term storage for towed, damaged, wrecked and inoperable motor vehicles. Administrative and customer accommodations shall be clean and well-maintained at all times.

h. Security of Vehicles Towed or Stored.

1. Each licensee shall submit documentation with the proposal showing that he owns or leases all equipment required to perform the contract service prior to submission of an application for a license. In addition to any other vehicle already stored at the licensee's premises, the contractor shall have the capability of storing a minimum of fifty (50) passenger motor vehicles towed and three (3) trucks. Outside storage area(s) shall be secured, enclosed and lighted, and subject to inspection at any time by the Borough. The storage area shall be adequately safeguarded by a fence, wall or other barrier no less than six (6) feet high against vandalism and theft. All storage areas shall meet the requirements of N.J.A.C. 11:3-38.2.

2. Inside Building Secured Storage. Each licensee shall have an inside building secured storage space sufficient to accommodate at least three (3) vehicles for exclusive use of the Police Department in connection with vehicles being held as evidence or under investigation. All storage areas shall meet the following requirements: a permanent fixed structure for a storage facility that is secured by a locking device on each opening. The inside building storage space shall be capable of being locked/safeguarded against access by unauthorized persons/employees.

3. The licensee shall provide a minimum of four (4) hours of free storage for each stored vehicle.

4. The licensee shall be available to surrender property from any vehicle stored on his premises when such property is not an integral part of the vehicle. At a minimum, property will be released Monday through Friday, for no less than nine (9) hours a day and Saturday hours shall be between the hours of 9:00 a.m. and 12:00 noon.

5. The licensee shall be available to release vehicles to motorists upon payment for those charges permitted by the contract. At a minimum, vehicles will be released Monday through Friday for no less than nine (9) hours a day and Saturday hours shall be between the hours of 9:00 a.m. and 12:00 noon.

6. Vehicle Retrieval. The licensee shall not place vehicles on top of one another in the storage lot. The licensee shall not store vehicles more than five (5) deep. There shall be sufficient space between vehicles for Police to identify vehicles. A vehicle shall be released within one (1) hour from when the owner presents the contractor with a release and payment.

i. *Adequate Liability Insurance.*

1. Insurance Requirements:

(a) Licensees shall submit certificates of insurance that meet or exceed the minimum requirements set forth below. The Borough has agreed to review proposed certificates of insurance prior to submission. Licensees who are notified that their certificates are compliant, are not required to submit additional copies of the certificates with the proposal. Licensees who are notified that their certificates are deficient/not compliant are required to submit compliant certificates with their proposal.

(b) Licensees shall have the following coverage and in the minimum amounts stated from an insurance company licensed to do business in the State of New Jersey:

(1) Workers' compensation: statutory New Jersey limits.

(2) Commercial general liability or garage liability, including personal injury coverage and such additional special endorsements as the particular activity or contract might require: one million (\$1,000,000.00) dollars per occurrence. In the event that commercial general or garage liability coverage contains an aggregate limit, the aggregate shall be at least three (3) times the minimum occurrence limit of one million (\$1,000,000.00) dollars.

(3) Automobile insurance or garage liability with limits of one million (\$1,000,000.00) dollars per occurrence. If automobile insurance is provided, coverage must indicate "any auto."

(4) Umbrella coverage will be acceptable in lieu of the higher aggregate limit if the umbrella policy contains a clause stating that it will drop down in the event the primary aggregate is impaired or exhausted.

(5) Each policy shall contain a thirty (30) day cancellation clause where they shall provide notice to the business owner and also notice must be provided to the Borough of Roselle Park.

(6) The Borough of Roselle Park shall be named as an additional insured and certificate holder, and the policy shall contain a severability clause.

(c) Unless preapproved, the licensee shall submit with his application for a license copies of the certificates of insurance evidencing such coverage. The policies shall be effective prior to the beginning date of the proposed agreement and shall remain in force during the term of the agreement. In event of interruption of coverage for any reason, all services under this agreement shall cease and shall not resume until coverage has been restored.

(d) Neither approval by the Borough of Roselle Park nor failure to disapprove certificates of insurance furnished by licensee shall release licensee of full responsibility for all liability and casualty claims or losses. Insurance is required as a measure of protection and licensee's liability is not limited thereby.

(e) Licensees shall review and comply with all of the minimum requirements set forth herein. Failure to comply fully shall result in rejection of their proposal or termination of any license.

4-19.5 License Fees.

a. The following schedule of fees is hereby adopted for applications and obtaining the license.

1. Application fee: two hundred fifty (\$250.00) dollars.

2. Licensing fee, payable within five (5) days of a conditional award: seven hundred fifty (\$750.00) dollars.

b. Fees paid pursuant to this subsection shall not be refundable for any reason.

4-19.6 Terms of License.

Licenses issued pursuant to this section shall be for a two (2) year term, effective from the date of the award of the license. At the end of the term, the applicant may reapply for a new license.

4-19.7 Authority; Rotation List.

a. The Mayor and Council are the licensing/issuing authority.

b. *Rotation.* If there is more than one (1) license issued, each licensee shall be placed on a rotation list as compiled by the Police Chief or his designee. Such licensee shall be called upon to respond to the needs of the Police Department on a rotation basis of two (2) week duration.

4-19.8 General Rules and Regulations.

a. No towing operator shall engage in "cruising," as defined in this section.

b. No towing operator shall solicit or attempt to divert patrons of another towing operator whether or not licensed under this section, nor shall a towing operator solicit or divert prospective patrons of a given repair service to any other repair service, nor shall any police officer designate or suggest any towing operator to perform service.

c. The licensee shall furnish the equipment and labor necessary to perform any road service during the term of the license per the terms and conditions specified in this section.

d. The licensee shall ensure that the removal of all vehicles shall be done in accordance with towing industry standards, utilizing the appropriate piece of equipment, including, but not limited to a hook tow, winch, sling, wheel lift, flatbed, or under reach.

e. Nothing in this section shall be constructed as to prevent or prohibit a motorist who is not interfering with traffic or public safety when broken down from summoning emergency wrecking or towing services from any other garage or other source, provided the vehicle is removed from public property within three (3) hours.

f. No licensee shall respond to the scene of an accident unless so notified by the Police Department or the driver or owner of the vehicles involved therein.

g. Upon being called out by the Borough of Roselle Park, the licensee shall respond to the call and shall not refuse service.

h. If a licensee is partially or wholly unable to respond due to failure of any equipment or personnel insufficiencies, the licensee will immediately notify the Police Department which will contact the next towing company in the rotation to handle the request. If such an incident occurs, the licensee will furnish, in writing, within five (5) business days, the details of the circumstances which caused the failure to respond to the Borough Police Department's Traffic Bureau, which will make a determination if a follow-up investigation and/or inspection of the licensee's facilities is required.

i. Each licensee will be responsible for all vehicles and visible contents in his custody that are towed off the roads at the direction of the Police and shall assist officers to make an inventory at the scene to note such contents.

j. Each licensee, prior to departing from the scene of towing services, shall be required to clean and clear the roadway of any nonhazardous debris resulting from any accident when rendering towing services. At all times, the licensee shall carry the necessary equipment to perform such cleaning services. Such equipment shall minimally include, but is not limited to, a broom and shovel. The licensee may charge the owner or his insurance company for the services rendered.

k. The licensee shall be willing to tow the vehicle within the State of New Jersey, up to fifteen (15) miles from the point of pickup.

1. In the event of any emergency when the licensee is unable to provide sufficient equipment to render necessary services, the Borough of Roselle Park reserves the right to call in additional service or request equipment from any available source.

m. The Borough Police Department will provide MVI to each licensee, who will notify all owners and lien holders of abandonment towed at the request of the Borough and apply for title through procedures as outlined by New Jersey Motor Vehicle Services. All vehicles towed by order of the Police and stored by the licensee shall be not be released by the licensee without written authorization from the Police Department.

4-19.9 License Suspension or Revocation.

a. *Termination and Suspension.* The Borough may suspend a licensee's license for a period of thirty (30) days or terminate same after a hearing for cause.* The Borough of Roselle Park shall suspend and/or terminate a licensee's license under this section by giving the contractor notice of termination in writing at least thirty (30) days prior to the effective date of termination. Breaches include but are not limited to:

1. Licensee being adjudicated bankrupt or making an assignment for the benefit of creditors.

2. A receiver being appointed for the licensee or for any of his property, who is not dismissed within twenty (20) days after such appointment, or the proceedings or connection therewith having been stayed or appealed within twenty (20) days.

3. Licensee refusing or failing, after notice or warning from the Borough of Roselle Park, to furnish the required equipment and/or property to perform the services contemplated under this contract.

4. Contractor performing the work unsuitably or in violation of the rates set forth by the term of this contract, the determination of which should be at the sole discretion of the Borough of Roselle Park.

5. The continued utilization of inadequate or unsafe equipment within ten (10) days after notification that the equipment is inadequate or unsafe.

6. Persistent and/or repeated violations of motor vehicle laws and regulations concerning moving vehicles.

7. Except when snow or ice conditions otherwise prohibit timely responses, repeated late arrival at the scene of an accident or following request for towing or road service.

8. Fraud or willful and knowing misrepresentation or false statement made in the submission of documents related to this proposal.

9. Violations of any law or regulation of the State of New Jersey by any officer, owner, or employee of the licensee.

10. Failure of licensee to comply with any obligation during an emergency.

11. Otherwise be in violation of any of the requirements of this section, including but not limited to insurance requirements.

12. Failure to maintain written, separately dated monthly vehicle impound computerized records for unclaimed vehicles to be forwarded to the Police Chief, indicating the make, year and registration of each vehicle; date and time towed; date and time released; odometer reading, and VIN. Failure to provide the Borough Police Traffic Bureau with a list of all vehicles towed by order of the Police (impounded) that remain unclaimed in storage every Friday by 12:00 noon. A violation of this section shall be grounds for immediate suspension and possible revocation of license.

b. In the event of default, the Borough of Roselle Park reserves all rights inclusive of, but not limited to, the right to purchase materials, and/or services and/or complete the required work and to recover any actual excess costs from the vendor or contractor.

4-19.10 License Transfer.

No controlling interest in a license issued hereunder shall be assigned, transferred, or sold unless under specific approval of the Mayor and Council. The cessation of activity under the license shall render the license null and void. In no event shall any such license be posed as collateral. At the time of the application for the license, the towing operator shall list on the application forms the statement of ownership. Any controlling interest, transfer of ownership in a licensee's business, be it actual transfer or stock transfer, without approval of the Borough of Roselle Park, shall render the license void.

4-19.11 Establishment and Posting of Rates.

a. Pursuant to N.J.S.A. 40:48-2.49, as amended, all licensees shall provide a statement that regulations and fee schedules are available to the general public during normal business hours of the Borough.

b. Pursuant to this section, a licensee shall post in a conspicuous manner, in the motorist waiting area, a copy of the Roselle Park contract municipal rates as outlined in the Municipal Request for Proposal for Towing and Related Services.
(1980 Code § 202-11)

4-19.12 Definitions of Vehicles.

a. Cars and campers with a registered maximum gross weight up to six thousand nine hundred ninety-nine (6,999) pounds shall be considered "cars and other Class I vehicles" under this section.

b. Trucks and buses (two (2) axle) and cars and campers with a registered maximum gross weight from seven thousand (7,000) pounds to fourteen thousand nine hundred ninety-nine (14,999) pounds shall be considered Class II vehicles under this section.

c. Trucks with or without trailers and buses (three (3) axle or more) or other vehicles with a registered maximum gross weight in excess of fourteen thousand nine hundred ninety-nine (14,999) pounds shall be considered Class III vehicles within the meaning of this section.

4-19.13 Towing into Police Department Lot Restricted.

No vehicles are to be towed into the municipal lot unless specifically ordered by the Police Department.

SECTION II: If any section or portion of a section of this Code shall be invalid for any reason, such invalidity shall not affect the validity of the remaining sections or portions of this Ordinance.

SECTION III: All ordinances or parts of ordinances, to the extent that they are inconsistent herewith, are hereby repealed.

SECTION IV: This amendment to the Code of the Borough of Roselle Park shall become effective upon publication and in accordance with law.

Introduced: September 3, 2009

Adopted:

Mayor

Attest: _____
Borough Clerk