

Explanation: This Ordinance amends Section 4-13 entitled "Licensing of Towing" of *The Revised General Ordinances of the Township of Warren* to comply with the Predatory Towing Prevention Act and the regulations promulgated thereunder.

**TOWNSHIP OF WARREN
ORDINANCE NO. 16- 33**

AN ORDINANCE AMENDING SECTION 4-13 ENTITLED "LICENSING OF TOWING" OF CHAPTER IV ENTITLED "LICENSING-GENERAL" OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WARREN

BE IT ORDAINED by the Township Committee of the Township of Warren, in the County of Somerset, State of New Jersey, that Section 4-13 entitled "Licensing of Towing" of Chapter IV entitled "Licensing-General" of the Revised General Ordinances of the Township of Warren, as heretofore supplemented and amended to read as follows:

SECTION 1. Section 4-13 entitled "Licensing of Towing" is hereby amended to read as follows:

4-13 Licensing of Towing

4-13.1 *Title.* This section shall be known as the "Towing Ordinance of Warren."

4-13.2 *Definitions.*

a. *Word Usage.* When not inconsistent with the context, words used in the present tense include the future; words in the plural include the singular; and words in the singular include the plural. The word "shall" is always mandatory and not merely directory.

b. *Definitions.* For purposes of this section, the following terms, phrases, words and there derivations shall have the meaning given herein:

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

its owner or other person authorized to take the motor vehicle; and retrieving a motor vehicle from storage during the hours in which the storage facility is open.

Chief shall mean the Chief of the Police Department of the Township of Warren or anyone designated by him.

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

Director shall mean the Director of the New Jersey Division of Consumer Affairs.

Flat Bed Tow Truck shall mean a tow truck designed to transport a motor vehicle by means of raising the motor vehicle from road level up onto a hydraulic bed for transporting purposes.

Heavy Duty shall mean a gross vehicle weight of at least 32,000 pounds.

Light-Medium Duty shall mean a gross vehicle weight of less than 32,000 pounds.

Motor Vehicle shall mean all vehicles propelled other than by muscular power, excepting such vehicles as run only upon rails or tracks and motorized bicycles, motorized scooters, motorized wheelchairs and motorized skateboards.

Non-consensual towing shall mean the towing of a motor vehicle without the consent of the owner or operator of the vehicle, including the towing of a motor vehicle when law enforcement orders the vehicle to be towed whether or not the owner or operator consents.

Private property towing means non-consensual towing from a private property or from a storage facility by a motor vehicle of a consumer's motor vehicle that is parked illegally, parked during a time at which such parking is not permitted or otherwise parked without authorization or the authorization or immobilization of or preparation for moving or removing of such motor vehicle, for which a service charge is made, either directly or indirectly. This term shall not include the towing of a motor vehicle that has been abandoned on private property in violation of N.J.S.A. 39:4-56.6, provided that the abandoned vehicle is reported to the appropriate law enforcement agency prior to removal and the vehicle is removed in accordance with N.J.S.A. 39:4-56.6.

Person shall mean any person, firm, partnership, association, corporation, company or organization of any kind.

Secure storage facility shall mean a storage facility that is either completely indoors or is surrounded by a fence, wall or other man-made barrier that is at least six feet high and is lighted from dusk to dawn.

Site clean-up shall mean the removal of all debris from the scene to the satisfaction of the police officers at the scene and includes the use of absorbents to soak up any liquids from a motor vehicle at the site from which a motor vehicle will be towed.

Storage facility shall mean a space at which motor vehicles that have been towed are stored.

Tarping shall mean covering a motor vehicle to prevent weather damage.

Tow truck shall mean a motor vehicle equipped with a boom or booms, winches, slings, tilt beds or similar equipment designed for the towing or recovery of motor vehicles.

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

Towing list shall mean a list maintained by the police department containing the names of those wreckers licensed and contracted by the [t]ownship to respond to requests for towing of vehicles made by the police department.

Township shall mean the Township of Warren.

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

Winching shall mean the process of moving a motor vehicle by the use of chains, nylon slings or additional lengths of winch cable from a position that is not accessible for direct hook up for towing a motor vehicle. Winching includes recovering a motor vehicle that is not on the road and righting a motor vehicle that is on its side or upside down, but does not include pulling a motor vehicle onto a flatbed tow truck.

Window wrap shall mean any material used to cover motor vehicle windows that have been damaged.

Wrecker or Towing company shall mean a person in the business of, or offering the services of a towing service whereby motor vehicles are or may be towed or otherwise removed from one place to another by the use of a motor vehicle adapted to and designated for that purpose.

[4-13.3 *Contract.* The township, at the beginning of each 36 month period, shall secure a contract with those licensed wreckers providing the services specified in this section, which wreckers shall be called upon by the chief of police when required. The contract shall provide for an annual review of the wrecker's services and compliance with this section. The contract will prohibit subcontracting by wrecker.]

4-13.[4]3 *License.* Any person who wishes to engage in business as a wrecker in the [t]Township to tow vehicles on public and private property at the request of the police department shall be licensed by the [t]Township pursuant to this section. The license shall not be transferable.

4-13.[5]4 *Application.* Any person who desires to provide services as a wrecker at the request of the police department in the [t]Township shall submit an application for a license, accompanied by a fee of one hundred seventy-five (\$175.00) dollars, made payable to the [t]Township of Warren, and the application to the [c]Chief of [p]Police or his designee. The application shall set forth the following information:

a. The full name, address and telephone number of the applicant. If the applicant is a corporation, the name of the corporation and the name of the officers, directors, principals and its registered agent. If the applicant is a partnership, the names and addresses of the partners.

b. The year, make and type of each vehicle used in said wrecker business by the applicant, the vehicle's serial number, registration number, a clear photograph of each vehicle showing the registration plate, and the name and address of its registered owner.

c. The address of the wrecker's base of operation, where the wrecker's vehicles will be regularly garaged, stored and located. The wrecker's "base of operation," for the purposes of this section, is defined as where the wrecker's vehicles shall be garaged, stored and located, and shall be [within a five mile diameter of the herein defined center of the township, being at the intersection of Technology Drive and Mount Bethel Road in

Warren, New Jersey, as set forth on the map identified as Schedule A.] not more than three (3) miles by roadway, from any Township border.

d. The telephone number or numbers available on a 24 hour, seven day per week basis, and the names, addresses and New Jersey Motor Vehicle driver's license numbers of all of the wrecker's operators.

e. The location, size and security features of the storage lot where vehicles shall be towed, a clear photograph or photographs of the lot, which lot shall be screened from public view, and which lot shall conform with all municipal ordinances, land use laws and the applicable zoning code. The wrecker agrees to ensure that the storage facility is safe and secure, utilizing all reasonable means to prevent theft, vandalism, damage to vehicles and/or any criminal activity. Any storage lot located outside of the [t]Township shall not be more than five miles, by roadway, from any [t]Township border.

f. The name and address of the insurance carrier and agents and the policy limits and policy numbers of all insurance policies held by the applicant in regard to the wrecker and storage services.

g. A certified statement of the willingness of the wrecker to be available on a 24 hour, seven day per week basis, and to abide by the instructions and directions of the [c]Chief of [p]Police, his subordinates, and the provisions of this section.

4-13.[6]5. *Investigation.* The [c]Chief of [p]Police shall investigate each application submitted to determine:

a. The truth and accuracy of all information contained in the application.

b. Whether public convenience and/or necessity will be served by awarding the license to the applicant wrecker.

c. The applicant's practical and technical ability to perform the wrecker service as described in this section.

d. The applicant's and his operators' fitness to engage in the wrecker business licensed pursuant to this section.

e. Whether the applicant has demonstrated, by the adequacy of its equipment and facilities, availability and response time (see requirements of subsection 4-13.10d.) and the security of its storage facilities that it shall be able to comply with the requirements of this section.

f. Whether the applicant wrecker's equipment is safe and in good and sound condition, and that it complies with the rules, regulations and standards of this section, as well as any applicable provision of New Jersey law, including, without limitation, New Jersey Motor Vehicle law.

g. That the applicant wrecker have a minimum of four vehicles which meet[s] the minimum standards set forth below:

1. At least one light duty wrecker[s with a minimum chassis rating of 11,000 pounds gross vehicle weight] and equipped with a minimum four ton capacity lifting device;
2. At least two [flatbed] flat bed type wreckers with a minimum chassis rating of 11,000 ponds gross vehicle weight;
3. At least one of the above vehicles must have four-wheel drive;
4. All vehicles must be equipped with two-way radios, cab mounted amber emergency warning lights (conforming to New Jersey Motor Vehicle law standards and all light permits being obtained), tow sling type bars with rubber straps and/or wheel lift capability with safety straps to prevent damage to towed vehicles, and with steering locks for towing vehicles from the rear.

h. In addition to the requirements of subsection 4-13.6g. above, the applicant must own or have access to a heavy duty wrecker [with a minimum chassis rating of 80,000 pounds gross vehicle weight] and equipped with a minimum 25 ton capacity lifting device

The [c]Chief of [p]Police, upon completion of the foregoing investigation, shall forward a copy of the wrecker's application for licensure to the [t]Township [c]Committee, along with any recommendation for approval or disapproval of the license and the reasons, if any, for disapproval. The [t]Township [c]Committee shall then determine whether or not the applicant has complied with all the necessary standards and criteria, and thereupon award or deny the wrecker's license. If the license shall be awarded to the applicant, [the applicant shall enter into a contract to the township for providing wrecker service and upon full execution and delivery of such contract between the township and the wrecker,] the applicant's name shall be added to the end of the rotation list for towing, pursuant to subsection 4-13.11 of this section.

4-13.[7]6. *Issuance of License.* The [t]Township [c]Clerk of the [t]Township shall issue a license for a term of three years to the applicant wrecker, with a copy to the [c]Chief, upon notice from the [t]Township [c]Committee that the applicant has been approved by the [t]Township [c]Committee, has complied with all the requirements of this section

[and the township clerk has been provided with a fully executed contract (which complies with subsection 14-3.3 of this section).] The fee for a three-year license shall be one hundred seventy-five (\$175.00) dollars, paid to the [t]Township.

4-13.[8]7. *Indemnification.* [Any contract entered by the township with a wrecker pursuant to this section shall include a provision whereupon] By submitting an application, the wrecker assumes all liability and agrees to indemnify and save the [t]Township, its subdivisions, departments, agents, and employees, harmless from damages or losses sustained by vehicles while being towed, stored or released from wrecker's possession and from all personal injuries and property damage occurring to any persons, or property, as a result of the wrecker's performance of the wrecker's services, including, but not limited to, towing, storage or other activities relating to the licensed [contracted] wrecker's services. All responsibility for the release of a stored vehicle shall be on a wrecker only.

[4-13.9 *Insurance.* Any contract between the township and a licensed wrecker shall provide for and require the following insurance policies, naming the township as an additional insured, be deposited with the chief:

a. *Garagekeeper's Policy.* A garagekeeper's liability policy in the minimum amount of one hundred thousand (\$100,000) dollars for each vehicle damaged on a separate claim.

b. *Garage Liability Policy.* A garage liability policy covering applicant's business, equipment, and vehicles in the minimum amount of five hundred (\$500,000) dollars for any one person injured or killed, and a minimum of one million (\$1,000,000) dollars for more than one person killed or injured in any accident and an additional one hundred thousand (\$100,000) dollars for any damage arising from injury or destruction to property, and/or a combined single limit of one million (\$1,000,000) dollars. In addition to each policy containing an endorsement showing the township as an additional insured, such policy shall also provide an endorsement entitling the township to 30 days prior written notice to the chief in the event of any change in coverage under the policy, or in the event of cancellation of the policy.

c. *Worker's Compensation Policy.* A worker's compensation policy covering all of applicant's employees and operators, containing statutory coverage including liability coverage of at least one hundred thousand (\$100,000) dollars for each accident per person, five hundred thousand (\$500,000) dollars policy aggregate limit per disease, and one hundred thousand (\$100,000) dollars for each disease per person.

4-13.8 Insurance. Each operator must have the insurance coverage required by N.J.A.C. 13:45A-31.3. Each policy (except employer's liability) is to name the Township of Warren as an additional insured. Insurance coverage shall be as follows:

a. Motor vehicle liability for a tow truck capable of towing a motor vehicle that is up to twenty-six thousand (26,000) pounds, for the death of, or injury to, persons and damage to property for each accident or occurrence in the amount of \$750,000, single limit; and

b. Motor vehicle liability for a tow truck capable of towing a motor vehicle that is more than twenty-six thousand (26,000) pounds, for the death of, or injury to, persons and damage to property for each accident or occurrence in the amount of one million (\$1,000,000) dollars, single limit.

c. For every tow truck, a shall secure and maintain insurance that covers garage keeper legal liability in the amount of one hundred thousand (\$100,000) dollars, and "on-hook" coverage, either as an endorsement on the insurance required by (a) or (b) above, or in the amount of one hundred thousand (\$100,000) dollars.

d. Garage Liability Policy. A garage liability policy covering applicant's business, equipment, and vehicles in the minimum amount of five hundred (\$500,000) dollars for any one person injured or killed, and a minimum of one million (\$1,000,000) dollars for more than one person killed or injured in any accident and an additional one hundred thousand (\$100,000) dollars for any damage arising from injury or destruction to property, and/or a combined single limit of one million (\$1,000,000) dollars. In addition to each policy containing an endorsement showing the township as an additional insured, such policy shall also provide an endorsement entitling the township to 30 days prior written notice to the Chief of Police in the event of any change in coverage under the policy, or in the event of cancellation of the policy.

e. Worker's Compensation Policy. A worker's compensation policy covering all of applicant's employees and operators, containing statutory coverage including liability coverage of at least five hundred thousand (\$500,000) dollars for each accident per person, five hundred thousand (\$500,000) dollars policy aggregate limit per disease, and one hundred thousand (\$100,000) dollars for each disease per person.

Each operator shall furnish to the Township Clerk a certificate of insurance from an insurance company satisfactory to the Township with the policy limits set forth above and naming the Township as an additional insured. Each certificate of insurance shall identify the coverage provided and shall provide that such insurance shall not be

changed or canceled without giving thirty (30) days prior written notice to the Township by certified mail, return receipt requested.

4-13.[10]9 *Standards of Operator Performance.* All operators of licensed wreckers [who have entered into contracts with the township] shall be obligated to comply with the following duties:

a. Remove and tow to the designated storage facility all vehicles directed by the [c]Chief of [p]Police to be removed and towed because such vehicles are, in the [c]Chief's of [p]Police's sole discretion, designated as abandoned, illegally parked, disabled, involved in an accident, or to be impounded because of criminal or other investigation.

b. Provide 24 hour, seven day a week service to the [t]Township during the term of the [contract] license.

c. Provide 24 hour, seven day a week service to the [t]Township during the term of the [contract] license.

d. Respond promptly to all requests for towing services by the [c]Chief of [p]Police. In any event, the wrecker shall respond and be present at the location (all locations in the [t]Township) for towing services within 15 minutes of receipt of notice of the towing required between the hours of eight o'clock in the morning (hereinafter "daytime") and within 25 minutes of receipt of notice between the hours of 5:01 in the evening and 7:59 in the morning (hereinafter "nighttime"), unless otherwise directed by the Chief of Police. In the event a wrecker does not arrive at the tow location within the above time periods, the police officer on the scene shall have the right to have a substitute wrecker called to the location who will have the right to perform the tow services[;]. [t]The originally called wrecker shall have no right to payment from any party.

e. Not charge any fee for replacement of equipment or materials provided at the scene of the tow.

f. Tow any and all disabled [t]Township owned or operated vehicle upon request of the [c]Chief of [p]Police to a location within the [t]Township. The wrecker shall not charge the [t]Township for the towing of passenger vehicles or pick-up trucks within two miles of the [t]Township border.

g. Clean up all broken glass and debris at the scene of accidents (all wreckers must be equipped with a broom and a shovel),

h. Furnish additional towing equipment and towing services during storm periods, periods of snow emergencies, traffic emergencies, natural disasters, any acts of God, and for any other reason when so designated by the [c]Chief of [p]Police. Such standby service shall begin when the [c]Chief of [p]Police notifies the wrecker and shall end when the [c]Chief of [p]Police notifies the wrecker. The [t]Township reserves the right, during any such emergency, to designate temporary areas owned or leased by the [t]Township and/or wrecker for the storage of disabled vehicles, and to direct the wrecker to remove such disabled vehicles to said areas.

[i. Record all vehicles towed and/or stored on forms provided by the chief as soon as possible after each vehicle is towed, but no later than the end of each wrecker's rotation pursuant to subsection 4-13.11 below, and retain such records for a period of seven years. The township shall be provided with a copy of any and all records evidencing that a vehicle has been towed and/or stored by the wrecker. Such records shall include a report of all personal property found within a towed vehicle that can be observed by the wrecker's operator at the time the vehicle came into the wrecker's possession, an accounting of all monies received for fees for towing, and a separate accounting of all fees for storage services pursuant to this section. The chief shall have access upon demand, to any and all records required to be kept by this section.]

i. Record and keep for three years the following documents:

1. Invoices for both consensual towing and non-consensual towing services;

2. Job orders;

3. Documentation of waiting time;

4. Logs, which include the time when a towed motor vehicle was delivered to the wrecker's storage facility from a private property or other non-consensual tow and the date and purpose of each trip to the motor vehicle in storage;

5. Documents relating to private property and other non-consensual towing services performed and rates charged for services; and

6. Any contracts under which the private property wrecker is authorized to perform private property towing services.

A wrecker that engages in private property or other non-consensual towing shall make records available to the New Jersey Division of Consumer Affairs for review upon request. Additionally, the Chief shall have access upon demand to any and all records required to be kept pursuant to this section.

j. In all of the wrecker's dealings with the public, the wrecker shall act in a professional manner, courteous at all times, and respectful to members of the public, as well as representatives of the [t]Township. Reports of discourteous behavior by the wrecker or his operators which may be substantiated and documented shall be considered by the [t]Township as sufficient cause for revocation and termination of the wrecker's license [and be considered as material default under any contract entered into with a wrecker pursuant to this section]. All new licensed [contracted] wreckers shall be assigned to the rotation list at the bottom of such list. The rotation list shall be composed so as to permit a reasonable rotation of licensed [contracted] wreckers.

k. The wrecker shall be bound and abide by all of the requirements of the Predatory Towing Act of 2008, N.J.S.A. 56:13-7 et seq. as well as the regulations promulgated thereunder, N.J.A.C. 13:45A-13.1 et seq., as same may be amended from time to time.

4-13.[11]10 *Rotation List.* The [c]Chief of [p]Police is hereby authorized to establish a system of rotation for the assignment of licensed [and contracted] wreckers to provide the services required pursuant to this section within the [t]Township. The rotation system shall be established on a nondiscriminatory and nonexclusionary basis. Only licensed wreckers [with executed contracts] with the [t]Township shall be assigned to the rotation list. A licensed wrecker shall be added to the rotation list at any time upon obtaining a license [and upon agreeing to the terms and conditions of a contract entered into pursuant to this section]. All new licensed [contracted] wreckers shall be assigned to the rotation list at the bottom of such list. The rotation list shall be composed so as to permit a reasonable rotation of licensed [contracted] wreckers.

Notwithstanding the above rotation list, in the interests of public safety, the [c]Chief of [p]Police, or his or her designee, in his or her discretion, taking into account the emergency, safety and location of the situation, may part from the rotation list and call for the closest available wrecker to respond.

[4-13.12 *Storage Rate Schedules.* The chief shall recommend to the township committee rate schedules for storage of vehicles at wrecker's storage locations. Storage rate schedules shall be established by resolution of the township committee.

a. Storage fees to be charged to or on account of the township for the storage of township owned or operated vehicles shall not exceed those fees permitted by Section 3 of P.L. 1987, c. 127 (N.J.S.A. 40:48-2.50).

b. Storage fees charged to or on account of any person or entity other than township owned or operated vehicles shall conform to the requirements of N.J.S.A. 56:8-1 et seq.

4-13.13 *Towing and Storage Rate Schedules.* The [c]Chief shall recommend to the township committee, which shall establish by resolution a rate schedule for towing and storage to be charged by a wrecker in the township pursuant to this section. The rate schedule shall conform to the requirements of N.J.S.A. 56:8-1.]

4-13.11 *Towing and Storage Rate Schedules* The [c]Chief shall recommend to the Township Committee a rate schedule for towing and storage, which rates shall be established by the Township Committee by resolution. A wrecker may only charge the fees established by resolution of the Township Committee, not exceeding the limits set forth therein. No additional fees are permitted other than as set forth below.

Fees may be charged for the following:

a. Basic tow, which shall be a flat fee; and

b. In the case of a motor vehicle involved in an accident, the following additional services, if actually performed:

1. Waiting time in excess of 15 minutes, which shall be calculated based upon each 15 minutes spent at the site from which a motor vehicle will be towed, with fewer than 15 minutes rounded up to 15;

2. Brush cleaning, including collection of debris that can be picked up by hand, which shall be a flat fee;

3. Site cleanup, which shall be based upon each bag of absorbent used;

4. Winching, which shall be based upon each ½ hour spent performing winching;

5. The use of window wrap, which shall be a flat fee;

6. Tarping, which shall be a flat fee;

7. Transmission disconnect, a flat fee, which shall be charged only if a motor vehicle is locked and the wrecker is unable to obtain the keys for the motor vehicle;

8. Use of a flatbed tow truck, a flat fee, which shall be charged if a motor vehicle can be transported only by a flatbed tow truck;

9. Use of special equipment other than the first tow truck to recover a motor vehicle that cannot be recovered by winching or pieces of a motor vehicle that cannot be moved by hand, which may be both a labor and equipment charge billed in half-hour increments;

10. Decoupling;

11. Storage at a wrecker's storage facility;

12. More than three trips to the motor vehicle in storage, which may be invoiced as an administrative fee, which shall be a flat fee;

13. Releasing a motor vehicle from a wrecker's storage facility after normal business hours or on weekends, which shall be a flat fee.

b. A wrecker that engages in private property or other nonconsensual towing shall not charge for the use of a flatbed tow truck if a motor vehicle can safely be towed in an upright position by another type of tow truck, even if the private property wrecker chooses to use a flatbed tow truck for the tow.

c. A wrecker that engages in private property or other nonconsensual towing shall calculate storage fees based upon full twenty-four-hour periods a motor vehicle is in the storage facility. For example, if a motor vehicle is towed to a storage facility at 7:00 p.m. on one day and the owner of the motor vehicle picks the motor vehicle up before 7:00 p.m. the next day, the wrecker shall charge the owner of the motor vehicle only for one day of storage. If a motor vehicle is stored for more than 24 hours, but less than 48 hours, the wrecker may charge for two days of storage.

d. If a wrecker charges a consumer a fee for a private property or other nonconsensual towing service that is disputed by the consumer, the parties shall use good faith efforts to resolve the dispute. If the parties are unable to resolve the dispute and the Director determines the fee to be unreasonable under N.J.A.C. 13:45A-31.5, the Director may order the towing company to reimburse the consumer for an amount equal to the difference between the charged fee and a reasonable fee, plus interest as calculated in N.J.A.C. 13:45A-31.4(g).

e. A wrecker performing a private property or other nonconsensual towing service shall take the motor vehicle being towed to the wrecker's storage facility having the capacity to receive it that is nearest to the site from which the motor vehicle is towed.

f. A bill for a private property or other nonconsensual tow shall include the time which a towed motor vehicle was delivered to a wrecker's storage facility, as well as a list of all services provided to a person for which the wrecker is charging.

g. A bill for a flat fee rendered for a private property or other nonconsensual tow shall enumerate the towing services actually performed as part of the basic tow.

h. 1. For services rendered, or to redeem a motor vehicle from storage, the wrecker shall accept in payment either cash, a check issued by an insurance company, a valid debit card, charge card or credit card if the operator ordinarily accepts such card at his place of business, subject to the provisions of subsection 2. Below.

2. The wrecker may request additional identification, as determined by the [c]Chief, before proceeding with repairs or towing. Unless the motorist is unable to produce such identification, or the operator has a bona fide reason to believe the card or other identification is fictitious, altered, stolen, expired or revoked or not valid for any other cause or is clearly offered with intent to defraud the issuer, the debit card, charge card or credit card shall be deemed an acceptable form of payment in lieu of cash if the operator ordinarily accepts the card at his place of business. Nothing in this act shall preclude payment by a motorist in the form of check or money order, if this form of payment is acceptable to the operator.

4-13.[14]12 *Availability of Fee Schedules and this Section to the Public.* All fee schedules and this section shall be made available to the public during normal business hours of the [t]Township in the offices of the [c]Clerk of the [t]Township, and conspicuously posted at the wrecker's storage area and any repair garage operated by the wrecker. The wrecker's operator shall present to the owner or operator of a disabled vehicle, prior to commencing any service, a card clearly and concisely setting forth the wrecker's name, telephone number, location of its storage area, and a fee schedule (Towing and Storage) in plain language.

4-13.[15]13 *Solicitation.* No wrecker or towing service, whether licensed or unlicensed by the [t]Township, shall respond to the scene of an accident or emergency for the purposes of towing a vehicle unless specifically notified by the [c]Chief of [p]Police or his designee or the individual involved in the accident or emergency. All persons, wreckers and owners of towing equipment are hereby prohibited from soliciting business at the scenes of accidents and emergencies within the [t]Township.

4-13.[16]14 *Additional Regulations.* The [c]Chief of [p]Police is hereby authorized to establish and cause the enforcement of such reasonable, nondiscriminatory and nonexclusionary regulations governing operators engaged in the business of removing and storing motor vehicles and to cause the enforcement of such reasonable regulations to effectuate this section as the [c]Chief of [p]Police may deem appropriate for the safety, well-being and protection of citizens within this [t]Township and their property. All regulations promulgated pursuant to this section shall be made available to the public during the normal business hours of the [t]Township at the offices of the [c]Clerk of the [t]Township.

4-13.[17]15 *Enforcement Officer; Termination of License.* The [c]Chief of [p]Police is hereby designated as the enforcement officer for this section and the [c]Chief of [p]Police may recommend to the [t]Township [c]Committee the termination and suspension of any license or other actions concerning the same when the [c]Chief of [p]Police finds that:

- a. The license was secured by fraud or that it contains misrepresentations or concealment of material facts or omits material facts which would have affected the granting of the license to the applicant;
- b. [That] The licensee has violated any of the subsections of this section or any of the regulations promulgated by the [c]Chief of [p]Police as authorized by this section[, or has breached the contract with the township, entered into pursuant to this section].

4-13.[18]16 *Violations and Penalties.* Any person found guilty of violating or breaching any of the provisions of this ordinance shall, upon conviction thereof, be liable to the penalty set forth in Chapter III, section 3-10 "Penalty".

4-13.[19]17 *Severability.* In the event any provision, paragraph or subsection of this section shall be found unlawful or unconstitutional by a court of competent jurisdiction, such finding shall not affect the remaining provisions of this section.

4-13.[20]18 *Authorization.* An action required to be taken pursuant to this section by the [t]Township [c]Committee may be authorized by a resolution of the [t]Township [c]Committee.

4-13.[21]19. *Complaint and Dispute Resolution.* Except as set forth in subsection 4-13.12.d. above, [A]ny person having a dispute arising from a specific act of towing or storage of motor vehicles which is regulated by this section shall present that complaint or dispute to the [c]Chief of [p]Police for resolution. The [c]Chief shall render his decision as to how the said complaint or dispute is to be resolved within ten days of his conducting a hearing as to the same. Such hearing can be in person, by telephone or on written presentation at the election of the [c]Chief of [p]Police. The [c]Chief of [p]Police shall render his decision within five days of the hearing. In the event that the wrecker does not abide by the decision of the [c]Chief of [p]Police, the [c]Chief of [p]Police will recommend to the [t]Township [c]Committee that the wrecker's license be terminated.

SECTION II. If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

SECTION III. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Township of Warren, the provisions hereof shall be determined to govern. All other parts, portions and provisions of *The Revised General Ordinances of the Township of Warren* are hereby ratified and confirmed, except where inconsistent with the terms hereof.

SECTION IV. This Ordinance shall take effect immediately upon final passage and publication according to law.

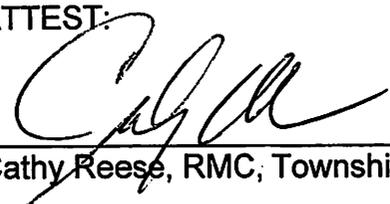
Note to Codifier: Deleted provisions indicated by brackets [].

New provision indicated in underline _____.

WARREN TOWNSHIP COMMITTEE

By: 
George K. Lazo, Mayor

ATTEST:


Cathy Reese, RMC, Township Clerk

Introduced November 17, 2016

Adopted December 8, 2016

Effective December 15, 2016

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is essential for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for consistent and reliable data collection processes to support informed decision-making.

3. The third part of the document focuses on the role of technology in data management and analysis. It discusses how modern software solutions can streamline data collection, storage, and reporting, thereby improving efficiency and accuracy.

4. The fourth part of the document addresses the challenges associated with data management, such as data quality, security, and privacy. It provides strategies to mitigate these risks and ensure that data is used responsibly and ethically.

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5. The fifth part of the document concludes by summarizing the key findings and recommendations. It stresses the importance of ongoing monitoring and evaluation to ensure that data management practices remain effective and aligned with the organization's goals.

6. The sixth part of the document provides a detailed overview of the data management framework, including the roles and responsibilities of various stakeholders and the specific processes involved in data collection and analysis.

7. The seventh part of the document discusses the future directions of data management, highlighting emerging trends and technologies that will shape the way organizations collect and analyze data in the coming years.