

ATKINSON POLICE DEPARTMENT

POLICY AGREEMENT

SUBJECT: Town of Atkinson Wrecker Service Agreement

PURPOSE OF POLICY: To establish requirements of wrecker services used by the Town of Atkinson.

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I. SERVICE DEFINED

“Service” within the meaning of this agreement shall be defined as removal of disabled or impounded vehicles to a second lot.

II. INSURANCE

A. The towing contractor hereby agrees to maintain insurance as follows:

1. Comprehensive General Liability Insurance with limits not less than \$1,000,000.00 per occurrence for bodily and personal injury, and \$1,000,000.00 per occurrence for property damage subject to an annual aggregate limit of \$1,000,000.00 with automobile liability insurance with limits of \$1,000,000.00 per occurrence for bodily injury and \$1,000,000.00 per occurrence for aggregate limit subject to the following:

- a. Cover all operations, including the use of any and all motor vehicles and premises as a continuing performance of the contracted services;
- b. Personal injury coverage;

B. Insurance Certificates – Insurance Certificates evidencing the above coverage shall be furnished to the Police Department and Town of Atkinson Financial Office, Attention: Bookkeeper on or before the effective date of contractor service and shall provide for not less than 30 days prior notice to the Police Department of any cancellations or changes in the policies.

C. Indemnification - The Towing Contractor agrees to indemnify the Town of Plaistow from and against all claims, suits, damages, costs, losses, attorney’s fees and expenses in any manner arising out of or connected with services provided under this Atkinson Police Department Agreement.

III. 24-HOUR TOWING SERVICE

- a. The contractor agrees to maintain the towing service on a 24-hour per day basis. The Chief of Police may waive the 24-hour service at the request of the wrecker service;
- b. The contractor agrees to transport any and all vehicles to the body shop, garage, or private residence selected by the owner who is conscious and capable of such selection on the scene of the accident or incident, otherwise, the vehicle will be towed to the wrecker service place of business. The maximum charge for towing to the wrecker company lot (via flatbed) is \$125.00. The maximum charge for towing to wrecker company lot (via wrecker) is \$100.00. Towing charges to locations other than the Towing Company lot and Police Impound lot are to be worked out between the parties.
- c. The contractor agrees and understands that the Police Department maintains its own Impound Lot. When necessary or when directed by officers/dispatchers, the contractor agrees to remove vehicles to the Police Impound Lot with placement of vehicles inside the enclosure. The Department agrees not to release any impounded vehicle unless proof of payment for all reasonable charges is provided. The maximum charge for towing to the Police Department Impound lot (either flatbed or wrecker) is \$125.00.
- d. The contractor agrees and understands that the Department receives frequent “lock-out” complaints from citizens and that the Department will continue to perform service in emergency cases according to written policy. The contractor also agrees to service all other “lock-out” complaints during their particular rotation at a fee established by the company.

IV. NO SUB-CONTRACTING OF SERVICES

- a. The contractor and Police Department understand that, at times, the contractor's equipment may not adequately handle a particular call. The on-call contractor may contact another contractor on the Town's Tow List to assist him with the removal or he may contact another firm not on the list that specializes in large vehicle removal. The towed vehicle shall be removed from the scene to the original on-call contractor's yard unless the vehicle owner specifies otherwise.

In any event, whenever the on-call contractor is called by the Police Department, he will respond to the scene, assess the needs, and appropriately handle the call. At no time will the on-call contractor sub-contract any of the obligations or services by allowing independent contractors to take his place on the list.

V. MAINTENANCE OF PROPER EQUIPMENT AND RECORDS

- a.. The contractor agrees to maintain a wrecker or flatbed with booms and/or cables with the capability to handle most vehicles which can be registered to operate on the ways of the State of New Hampshire. The wrecker shall also be equipped with a broom and shovel, and the operator will be responsible for cleaning the debris from the highway as prescribed by statute. The standard cost of cleanup at any accident scene is \$30.00. However, exigent circumstances may require greater cleanup, resulting in a greater cost. Wreckers will meet all State of New Hampshire inspection and registration requirements. No dealer or repair plates are permitted. All owners and operators will comply with all New Hampshire RSAs regulating the use of wreckers and the towing of vehicles.

VI. TERMINATION OR SUSPENSION OF SERVICE

- a. In case of non-compliance by the wrecker service of any section or subsection of this policy, the Chief of Police may revoke the wrecker service on the rotating wrecker list with (15) days notice by certified mail after review by the Town Administrator.
- b. In case of revocation by the Town of Atkinson, the contractor or wrecker Service waives any possible claim for damage.

VII. FEES AND REIMBURSEMENTS

- a. It is understood and agreed that the wrecker service shall charge the owner of the vehicle so towed and shall not charge the Town of Atkinson for services rendered on all vehicles towed to locations, other than the Police Department Impound Lot. The wrecker service is understood to have a lien on said vehicle under RSA 450;
- b. All vehicles towed pursuant to RSA 262:32, Section VI (Investigation), will be removed and stored at the owner's expense;
- c. If the owner of the vehicle towed and stored disputes the charges levied, the wrecker service will advise the owner of his or her rights to appeal pursuant to RSA 262:33 (Notice in Writing to the Chief of Police) after the charges have been paid.
- d. Prior to the removal of a towed vehicle from a contractor's storage yard, the owner or his designee must first obtain a Atkinson Police Officer's signature on a Release Form obtained from the contractor or at the Police Department. The contractor agrees to return to the Police Department the Release Form which will bear his signature, at the end of his rotation period.

VIII. RESPONSE TIME

It is understood and agreed that wrecker response is a critical factor. Therefore, both parties agree to a fifteen minute response time from time of notification by the dispatcher.

IX. STORAGE OF VEHICLES

All parties agree that towed vehicles and their contents must be protected. It is agreed that the Towing Company will provide a secured area (acceptable to the Police Chief or his Designee) at their facility for towed vehicles. Maximum outside storage fees at the Towing Company will be assessed at \$45.00 per calendar day.

X. CHARACTER

All applicants acknowledge that the Chief of Police must determine the suitability of the applicant and drivers that may be called upon to work for the Town of Atkinson to include conducting records checks. Therefore, the applicant must provide a list of all employees that may tow for the Town (including DOB's and SSN) annually (and new employees at hire date). Additionally, a criminal records check must be conducted pursuant to the applicable state statute.

XI. PREFERENCE

All parties agree that vehicle owners may prefer to request a specific towing company not on the list and, therefore, recognize their right to do so, providing it is not an impound situation. However, preference will not be given if the response time appears to be outside the fifteen minute time limit.

XII. AGREEMENT PERIOD

This towing agreement will remain in effect for the calendar year of the date of signature. The Town of Atkinson reserves the right to cancel this agreement with 30 days notice.

XIII. APPOINTMENT OF CONTRACTORS

Any firm or individual desiring to tow for the Town of Atkinson shall make application to the Atkinson Police Department on a form prescribed by the Chief of Police. The submitted application must be accompanied by all supporting documents required in this agreement. The Town Administrator and Chief of Police jointly shall determine who and how many contractors will tow for the Town of Atkinson. Further, it is agreed that **no** new approved tow company applicants can begin service without whichever comes sooner; 6 months notice or a new contract period. In any event, the Tow Lot and place of business must be in New Hampshire and contiguous to the Town of Atkinson. In 2005, C & C Towing has made an application dependent upon Planning Board approvals and any action required by it. They will be in the rotation once all Planning Board conditions and appeals are met.

XIV. ROTATION

In the event of multiple tow companies, the rotation of coverage schedule shall be the responsibility of the Chief of Police or his/ her designee and may be revised at his discretion.

XV. ABANDONED MOTOR VEHICLES

The contractor agrees that, from time to time, the company may be called by the Police Department to remove abandon motor vehicles from private and public property.

By statute, an abandoned motor vehicle is defined as a vehicle being left for more than 24 hours without the appropriate permission being granted. Also by statute, the last owner of record of a motor vehicle found abandoned shall be deemed “prima facie” to have been the owner at the time of abandonment.

The “owner” may be cited by the Police Department and the court may levy towing and storage costs and the director may suspend the driver’s license of any person who has not paid the cost.

If the abandoned motor vehicle or the owner is not identified, pursuant to statute, the company may then proceed to secure title or ownership.

At no time will the Police Department be financially responsible for costs associated with removal of abandoned motor vehicles.

XVI. PRIVATE CALLS FOR TOWING SERVICE

The Police Department and contractor understands that, from time to time, the contractor may receive a direct private call from parties desiring towing service with the Town of Atkinson. The Police Department agrees that the request for service, in most instances, is not of interest to the Department. However, the contractor agrees that if the vehicle is involved or has been involved in an accident of any sort, or is “off the road,” he/she must immediately contact the Police Department prior to removal.

XVII. TOWN VEHICLES

The parties agree that fees for towing of town vehicles for any reason may be waived.

XVIII. It is recognized that from time to time, emergency winch outs may be necessary. Recognizing that operators may not always be able to compensate immediately, the Police Department will reasonably assist the Towing Company in recovery of fees on Police Department towing.

**ATKINSON POLICE DEPARTMENT
VEHICLE RELEASE FORM**

NAME: _____ **PHONE:** _____

ADDRESS: _____

VEHICLE INFORMATION

REG.# _____ **MAKE:** _____

MODEL _____ **COLOR** _____

YEAR _____

**PLEASE BRING THIS RECEIPT AND PROPER IDENTIFICATION
WHEN CLAIMING YOUR VEHICLE**

RELEASING OFFICER'S SIGNATURE

DATE & TIME

OWNER'S SIGNATURE

TOWING AUTHORIZED SIGNATURE

**ATKINSON POLICE DEPARTMENT
VEHICLE RELEASE FORM**

NAME: _____ PHONE: _____

ADDRESS: _____

VEHICLE INFORMATION

REG#: _____ MAKE: _____

MODEL: _____ COLOR: _____

YEAR: _____

PLEASE BRING THIS RECEIPT AND PROPER IDENTIFICATION WHEN CLAIMING YOUR VEHICLE.

RELEASING OFFICER'S SIGNATURE **DATE & TIME**

OWNER'S SIGNATURE **TOWING AUTHORIZED SIGNATURE**

TOWN OF ATKINSON WRECKER SERVICE CONTRACT

This is to certify that **C & C Towing** has received a copy and will comply with the Wrecker Service Agreement.

This Agreement covers the period of January 1, _____ to December 31, _____.

Town of Atkinson

Town of Atkinson
Atkinson Police Department

Town Administrator

Chief of Police

Date: _____

Towing Company

Date: _____

Revised: