



Watertown Police Department



PROGRAM DESCRIPTION AND SPECIFICATIONS FOR THE TOWING OF CERTAIN VEHICLES

CHAPTER 61T

General Order Number: 06-002

Effective Date: 11/16/2000

Reference:

Revised Date: 03/29/2006

Accreditation Standards: 61.4.3B

**Mass. Gen. Law: C. 40, S. 22D; C. 159B, S.6B; C. 159B, S. 9; C. 159B, S. 21; Title 220 C.M.R,
S. 272.00-272.03.**

POLICY AND PURPOSE:

It is the policy of the Watertown Police Department to provide a year round, twenty four (24) hour per day, seven (7) day per week program for towing and storage of certain vehicles at the request of the Watertown Police Department. In accordance with the provisions of the General Laws of the Commonwealth of Massachusetts, local city ordinances, and the Town of Watertown Traffic Rules and Orders, the authority to remove vehicles is vested in the Chief of Police, Sergeant or officer of higher rank.

PROVISIONS AND PROCEDURES:

I. Vehicles subject to this program are those vehicles towable for the following reasons:

- A. Vehicles that are impeding plowing and snow removal operations.
- B. Vehicles which are stopped, standing or parked in violation of the Traffic Rules and Regulations of the City of Watertown and which under such regulations are subject to removal.
- C. Vehicles, which, in the judgment of a Sergeant or higher rank, constitute a threat or hazard to public safety, and peace for which an owner cannot be located, but which cannot be construed as abandoned.
- D. Vehicles which are interfering with the operations of the Watertown Fire Department in violation of Article XI of the Watertown Fire Prevention Code.
- E. Recovered stolen motor vehicles.

- F. Vehicles found in circumstances, which indicate, to the Police Officer, by reason of condition, damage, location or other factors, that the vehicle is recently stolen but not yet so reported and which would suffer further damage and/or loss if not taken into safekeeping as found property.
- G. Vehicles that have been involved in an accident and the driver and/or owner is unable to have the vehicle towed within a reasonable time.

II. Program Administration:

Removal and storage of vehicles is to be accomplished by the Contractor under the authority of the Chief of Police in accordance with the provisions of M.G.L., Chapter 40, Section 22D and the Traffic Rules and Regulations of the City of Watertown. All tow companies meeting the enclosed specifications and who have **storage facilities within the City limits** qualify. The Chief of Police reserves the right to award or reject any contractor in whole or in part.

III. Terms of Agreement:

The term of the contract shall be the period January 1, of the current year through December 31, of the same year. Contractors shall not subcontract with any company to perform services under this agreement. Failure of a Contractor to comply with this specification shall be deemed a material breach of this contract and operate as an immediate termination thereof.

IV. Hold Harmless Provision:

The Contractor shall be required to assume the defense of and to indemnify and to hold harmless the City from all claims, loss, damage, injury and liability of any kind from the Contractor's performance of the contract. This obligation of the Contractor shall include payment of all documented claims of personal property removed from the towed vehicle.

V. Anti Discrimination:

Any agreement pursuant to this program shall include the following provision: "The Contractor in the performance of all work after award and prior to completion of the contract work will not discriminate on grounds of race, color, religion, national origin, age or sex in employment practices or in the procurement of materials and rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph".

VI. Equipment Standards:

A. TRUCKS:

1. The Contractor shall have **at least** one (1) ramp truck **and** two (2) Wheel lift trucks (two ramp trucks and one hydraulic boom are acceptable).
2. Each truck must have a minimum Gross Vehicle Weight (GVW) of twelve thousand five hundred (12,500) pounds.
3. The Contractor shall have at least one Medium Duty Tow Vehicle available.

4. Note: Any contractor submitting a request for Heavy Duty Tows shall have at least one (1) heavy duty truck with a minimum gross vehicle weight (G.V.W.) of thirty thousand (30,000) pounds.

B. COMPANY NAME:

1. The company name, address and telephone number shall be permanently attached to both doors.

C. VEHICLE EQUIPMENT:

Trucks used in the performance of contractual services shall have at least the following equipment:

1. All lights required by Massachusetts's law and in addition:
 - a. Warning lights;
 - b. One white utility light, adjustable or portable;
 - c. All oscillating or strobe lights shall be of amber color.
2. A power driven winch equipped with safety dogs, or equivalent braking devices;
3. Single fixed boom which is adjustable (telescopic) with at least a four (4) ton lifting capacity.
4. Access to a truck with at least two hundred (200) feet of steel-woven cable, not less than one half (1/2) inch, usable condition.

VII. Storage Areas:

Storage areas will meet the following standards:

- A. The location of the lot must be reasonably convenient to the area from which the vehicles still are towed and located within the City limits.
- B. The lot must have a legal storage capacity of at least twenty-five (25) vehicles.
- C. The lot must comply with all the zoning requirements have all required permits issued from the City of Watertown.
- D. The lot must be secured twenty-four (24) hours per day, seven (7) days per week by regular employees of the Contractor, and have fencing and other measures in order to protect towed vehicles and their contents from theft or damage. The lot must be fully illuminated during darkness.
- E. The lot must be attended twenty-four (24) hours per day, seven (7) days per week, for the purpose of retrieving vehicles.
- F. The Chief of Police or his/her designee will inspect these areas for compliance.

VIII. Call Procedures:

The Watertown Police Department will administer and maintain a call list of the tow companies who have entered into a contract agreement under this program. As the need to remove a vehicle arises, the Watertown Police Department will call the Tow Company for towing services. If more than one (1) Tow Company has been awarded such work, the work will be distributed in accordance with the Chief's Special Order and the terms of this agreement as set forth herein. The Watertown Police Department shall contact the next tow contractor on the list. If the tow contractor is unavailable to perform the tow at the time of the request, the *alternate* shall be contacted.

Contractors must respond promptly (**within twenty minutes**) when requested to tow vehicles, unless the Shift Officer-in-Charge approves an explainable delay. In the event of emergency or other threat to public safety, the Watertown Police Department reserves the right to call in **any** approved tow company authorized by the Chief of Police or his/her designee.

IX. Tow Procedures:

- A. Prior to actual removal, a detailed description of the vehicle, its physical condition, a list of contents, the circumstances and type of tow will be recorded by the **Police Officer** on a tow inventory form, and signed by the tow truck driver. The Tow Company shall retain a copy of this inventory form for their records.

X. Response Time and Refusal of Tows:

A. RESPONSE TIME:

1. Response time is crucial. If the primary contractor or any alternate is unable to respond to the Watertown Police Department's request for a tow within twenty (20) minutes, the contractor must inform the Shift Officer-in-Charge at the time the tow is requested so the Shift Officer-in-Charge may contact an alternate immediately. **This requirement shall be strictly enforced.**

B. REFUSAL OF A TOW REQUEST:

1. Given the increased number of tows a contractor will be called upon to perform, the contractor shall not be required to perform every tow requested. The Tow Company is advised to refuse a tow if they are unable to respond within twenty (20) minutes or if they are lacking adequate storage space for a vehicle. Two or more failures by the contractor to respond within twenty (20) minutes, during a six (6) month period, may result in the termination of the contract.

XI. Claims and Disputes:

- A. In the event that a vehicle owner/claimant arrives on the scene of a tow before the vehicle is removed, the Police Officer shall release the vehicle to the claimant at no charge.

B. A police officer, designated by the Chief of Police, shall investigate all other claims involving the Watertown Police Department directed towing of vehicles. All relevant records of the Contractor shall be submitted to the investigator. The investigator shall determine liability, and so inform the disputants.

XII. Methods of Payment:

A. Contractors may not insist upon payment in cash by the owner of the vehicle or his/her agent if such owner or agent offers to pay by major credit card. For the purpose of this program, the Contractor shall belong to and accept at least one (1) of the following major credit card systems: American Express, Visa or MasterCard.

B. The Contractor shall provide the vehicle claimant with a receipt listing the tow and storage charges in detail and shall include the date and time of custody, as well as the time of release. **Receipts showing a single total are not acceptable.**

XIII. Towing and Storage Charges:

A. The towing company will collect the towing and storage charges. Provisions shall be made so that owners may pay towing and storage charges and claim their motor vehicles twenty-four (24) hours a day, seven (7) days a week. The rates shall not exceed Department of Public Utilities (DPU) regulations and shall be set by the Chief of Police for the duration of this contract. The rate chart will be conspicuously posted in a location easily accessible to the public at each contractor lot.

1. The maximum fee for the removal of vehicles under this contract shall be consistent with the rate set by the Chief of Police:

a. All Motor Vehicles that do not exceed 26,001 lbs.;
 \$75 per tow
 \$1.25 per mile after 5 miles

b. All Motor Vehicles greater than 26,001 lbs.;
 \$100/day (0600-1700)
 \$150/night (1700-0600)

2. The maximum fee for the storage of vehicles under this contract shall be consistent with M.G.L., Chapter 159B, Section 6B and with the rate set by the Chief of Police. One day of storage consists of one minute up to a Twenty-four (24) hour period from the time the vehicle arrives at the storage facility. Twenty-four (24) hour and one minute constitute the start of the second day;
 \$50 per day

3. The maximum fee for the removal of vehicles of three (3) or more axles (trucks, buses, or tractor trailers) shall be consistent with the rate set by the Chief of Police, in accordance with the heavy duty tow rate;
 \$150

4. One day of storage consists of one (1) minute up to a Twenty-four (24) hour period from the time the vehicle arrives at the storage facility. Twenty-four (24) hour and one (1) minute constitute the start of the second day.
5. The maximum fee for a JUMP START requested by The Watertown Police Department, shall be set by the Chief of Police;
\$25
6. The maximum fee for UNLOCKING a vehicle requested by the Watertown Police Department shall be set by the Chief of Police;
\$25

XIV. Note:

A Contractor's failure to charge the rates submitted and established under this contract shall be deemed a material breach of the contract and may result in the immediate termination thereof. The Watertown Police Department Tow Forms (provided by the Detective Division) shall be filled out completely and submitted monthly to the Detective Division Commander.