



# Town of Milford

POLICE DEPARTMENT

19 Garden Street  
Milford, NH 03055  
603-249-0630

**Michael J. Viola**  
Chief of Police



This Memorandum of Agreement will start January 1, 2023 thru end December 31, 2026, but will still be agreed upon to stay in effect until the next agreement is in place.

Memorandum of Agreement made by and between the Town of Milford by and through its Police Department and \_\_\_\_\_

hereinafter called the Contractor:

Tow Yard location \_\_\_\_\_

Business Address \_\_\_\_\_

## Preamble:

The intent of this Memorandum of Agreement is to provide towing services for the Town of Milford Police Department to include: snow ban, snow removal, impounded vehicles, non-payment of fine, illegally parked vehicles, disabled vehicles, any and all vehicles that the Police Department may legally order towed. Eligible Contractors who are parties to this agreement will respond to the location within 20 minutes during business hours and 30 minutes after business hours. The Milford Police Department, through Milford Area Communications (Macc Base) will be responsible for maintaining a rotating or revolving wrecker list. The Contractor must be available 365 days a year, 24 hours a day. The Contractor will not pass on a request unless there are exigent circumstances. In the event the Contractor cannot handle a request for service they will notify MACC Base that they are out of service. Repeated refusal of calls for service could result in the termination of this contract. Contractors agree to charge the owner/operator of any vehicle towed the amount listed in the stated fee schedule.

That whereas the Milford Police Department wishes to secure the services of Wrecker/Towing firms and whereas the Contractor has been found to meet the qualifications and specifications of this contract.

Now therefore witnessed:

That for and in consideration of mutual promises and covenants hereinafter stated, the parties hereto agree as follows:

1. In determining which companies will tow for the Town of Milford, experience, availability, honesty, and past working relationships with the Milford Police Department will be taken into consideration. The Milford Police Department may do a background check on all eligible wrecker services that apply for this contract. The background check may include, but is not limited to, the following:
  - A. Attorney General's Office (Consumer Protection Division)
  - B. New Hampshire State Police
  - C. Other public & private agencies
  
2. Because of the emergency nature of the service required and for convenience to the citizens of Milford:
  - A. The Contractor must maintain a business, with an office, a storage lot within the Town of Milford. Remain in good standing, being up to date on property taxes and regulations.
  - B. Storage lots must be staffed Monday-Friday (excluding holidays), during business hours, business hours being described as (7:30 a.m. 6:00 p.m.). Storage lots must be within the Town of Milford.
  
3. Upon the execution of this agreement and every twelve months thereafter the Contractor shall provide the police department with the following:
  - A. Provide to the Milford Police Department, a list of its wrecker operators, and their qualifications with valid driver's license number. All drivers must have attended and received a certificate of training in a basic towing course such as those presented by the New Hampshire Towing Association or equivalent.
  - B. The qualifications of any new operator shall be provided to the Milford Police Department within *10 days* of employment by the Contractor.
  - C. Any wrecker operator who operates a wrecker with a GVW of over 26,001 lbs. will also supply a copy of their commercial driver's license.
  
4. The Milford Police Department does hereby agree that the said contractor shall be one of the contractors whom the Police Department will call for towing service during the three years beginning January 1, 2023 and ending December 31, 2026 with the exception noted below.
  - A. The Milford Police Department reserves the right to call any wrecker service
  - B. The Milford Police Department reserves the right to call any wrecker service for towing of department vehicles.
  - C. For special tows that the Contractor is not equipped to handle, the Town reserves the right to call a company that can perform the needed service.

5. Insurance certificates as detailed below shall be furnished to the Milford Police Department prior to this contract being finalized and the Contractor hereby agrees to maintain insurance as prescribed below in full force and effect during the entire term of this agreement:
  - A. Comprehensive General Liability Insurance written on occurrence form, including complete operations coverage, personal injury liability coverage, and broad form property damage liability coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$1,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$1,000,000 annual aggregate personal injury liability, all without deductible.
  - B. Automobile liability insurance for owned, non-owned and hired vehicle. The minimum limit of liability carried on such insurance shall be \$1,000,000 each accident, combined single limit for bodily injury and property damage.
  - C. Worker's Compensation insurance with statutory coverage including employer's liability insurance with limits of liability of at least \$100,000 each employee and \$500,000 per policy year.
  - D. Insurance companies utilized must be admitted to do business in New Hampshire or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.
  - E. Contractor agrees to furnish certificate(s) of the above-mentioned insurance to the Milford Police Department prior to the execution of this agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability and auto liability insurance, name the Town of Milford and the Police Department as an additional insured and, with respect to all policies shall state that in the event of cancellation or material change, written notice shall be given to the Milford Police Department, 19 Garden Street Milford, NH 03055 at least thirty (30) days in advance of such cancellation or change.
  - F. The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of Contractor's indemnification responsibilities to the Town of Milford and the Police Department.
6. The Contractor agrees to be solely responsible for the payment of its employee's employment, social security and other payroll taxes including contributions from them when required by law.
7. Contractor hereby agrees to protect, defend, indemnify, and hold the Town of Milford and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses including claims, liens, debts, personal injuries to property, including property of the Town,

and without limitation by or in any way incident to, in connection with or arising directly or indirectly out of this Memorandum of Agreement. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the Town or to enlarge in anyway the Contractor's liability but is intended solely to provide for injuries to third persons or property arising from Contractor's performance hereunder.

8. All equipment to be used by the Contractor in the performance of this Memorandum of Agreement may be inspected by the Milford Police Department to comply with the specifications of this, Memorandum of Agreement the Milford Police Department may have a State Police Trooper from the Department of Safety inspect any wrecker at any time throughout the contract period.
9. Contractor must meet the requirements of all State Laws which pertain to wrecker services which are now enacted or may be enacted during the life of this contract.
10. Every wrecker shall display lettering on both sides of the vehicle that indicates the name or trade name of the wrecking service, the city and state in which the vehicle is customarily based, the business telephone number, and their "DOT" or ICC number. **Said lettering shall contrast sharply in color with the background and be a minimum two (2) inches in height.**
11. Ledgers, records and bills shall be kept for all vehicles towed and shall be made available to the Milford Police Department upon request. These records will be kept for a period of three (3) years.
12. The Milford Police Department may schedule periodic meetings, with attendance of the Contractor or his designee being *mandatory*. Failure to attend, without cause may result in the suspension of all rights and privileges of this agreement.
13. The Contractor shall not assign, sublet subcontract any portion of its rights or responsibilities under this Memorandum of Agreement without the written permission of the Chief of Police or his designee. Nor shall the Contractor sell or transfer any of its rights or responsibilities under this Memorandum of Agreement.
14. Contractors shall possess a wrecker having a manufacturer's G.V.W. of 15,000 lbs., with dual wheels and a four-ton minimum winching capacity. "Wrecker" shall have the same meaning as RSA 259:126.

**Each wrecker shall have:**

- A. In the absence of having a ramp truck, "Dolly" wheels (tires with legal tread reading), snatch blocks, chains and nylon straps for towing.

- B. Broom, shovel, and a container to place debris into once it has been picked up and such other items or materials as would be needed to fulfill this contract. The Contractor is responsible to clean up debris at accident scenes.
  
- C. Each vehicle shall also carry one (1) bag of "Speedy-Dry" and/or sand that the Contractor will place upon fluids at an accident scene. To contain a small fluid, spill no larger than 5 gallons. The Contractor shall be responsible for the clean-up and removal of "Speedy-Dry" and/or sand at the scene (see applicable hazardous waste disposal fee on schedule).

**15. NO debris from a scene will ever be placed into the vehicle.**

16. During normal business hours, the Contractor must agree to transport vehicles to body shops specified by the owner/operator in Milford at no additional charge. If the owner/operator or Police Department requests the vehicle to be towed to/from outside the Town limits, the first three (3) miles will be free. The mileage rate thereafter will be \$5.00/mile (01/1/22-12/31/25) vehicle owner rate.

**17. Definition of Commercial vehicle:**

- A. Commercial Motor Vehicle (CMV): A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle: 1) Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or 2) Has a gross vehicle weight rating of 26,001 or more pounds, or 3) Is designed to transport 16 or more passengers, including the driver; or 4) Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR 172, subpart F). (49CFR383)

Commercial Motor Vehicle (CMV): Any self-propelled or towed vehicle used on public highways in interstate commerce to transport passengers or property when: 1) The vehicle has a gross vehicle weight rating or gross combination weight rating of 10,001 or more pounds; or 2) The vehicle is designed to transport more than 15 passengers, including the driver; or 3) The vehicle is used in the transportation of hazardous materials in a quantity requiring placarding under regulations issued by the Secretary of Transportation under the Hazardous Materials Transportation Act (49 U.S.C. App. 1801-1813). (49CFR350) (49CFR390)

Contractor shall not charge in excess of the fees and administrative charges.

**FEE SCHEDULE**

**Effective Date 01/01/23 to 12/31/26**

| <b>Hours of Operation</b>  | <b>Business Hours<br/>Monday-Friday<br/>7:30am-6:00 pm</b>   | <b>After Hours- weekends and<br/>holidays<br/>6:01pm-7:29am</b> |
|--|--|---|
| <b>Straight Tow- Up to 10,000<br/>pounds Cars and Trucks</b>           | \$175.00   | \$175.00  |
| <b>Service Call/ Lock outs<br/>Police Call</b>                         | \$100.00   | \$100.00  |
| <b>Gate Fee</b>  | None   | \$75.00   |
| <b>Second wrecker/ or<br/>Winching</b>                                 | \$175.00/ additional charge if<br>over an hour per hour rate | \$175.00/ additional charge if<br>over an hour per hour rate    |
| <b>Dolly Use; (14 section A)</b>                                       | \$80.00  | \$80.00   |
| <b>***Cancellation Fee ***</b>   | \$75.00  | \$75.00   |
| <b>**Snow Removal/ request by<br/>police/DPW***</b>                    | \$175.00 Flat fee as of<br>01/01/23                          | \$175.00 Flat fee as of<br>01/01/26                             |
| <b>Administration fee</b>  | \$75.00  | \$75.00   |
| <b>Snatch block fee</b>  | \$50.00  | \$50.00   |
| <b>Roll Over or Off Roadway<br/>crash; known as a recovery<br/>tow</b> | Fee to be at the contracts<br>rates.                         | Fee to be at the contractor's<br>rates.                         |

**Cancellation Fee:**

When a Contractor has been notified that there is a request for a tow by the Milford Police or the Department of Public Works (DPW) and upon arrival the Contractor is cancelled by said owner or operator of said vehicle the cancellation fee will be applied. The cancellation fee is only applied if the Contractor has not started to load the vehicle

**Waiting Time Fees:**

All fees tow and service are billed in one-hour minimums, the time clock starts upon arriving at scene. No waiting time fees will be charged to the Town of Milford or the Police Department.

|  |                                 |
|--|---------------------------------|
| <b>Second Hour rate/one straight tow truck/operator</b>    | \$150.00 per hour               |
| <b>Start of Third Hour/one straight tow truck/operator</b> | \$75.00 per thirty (30) minutes |

**Storage**

Vehicles not picked up within the first 24-hours will be charged from the first hour from the pickup time

|                       |      |
|-----------------------|------|
| <b>First 24-hours</b> | Free |
|-----------------------|------|

|  |                                   |
|--|-----------------------------------|
| <b>After 24-hours new as of 01/01/23</b> | <b>\$80.00 per 24-hour period</b> |
|--|-----------------------------------|

**Mileage:**

During normal business hours the Contractor agrees to transport vehicles to body shops specified by the owner/operator in Milford at no additional charge, providing that the owner/operator makes payment for tow service. If owner/operator or Police Department requests the vehicle to be towed to/from outside the Town limits the following fees apply to the original tow charge.

|   |                            |
|---|----------------------------|
| <b>Inside Town limits</b>                                     | No fee                     |
| <b>Outside Town limits up to 3 miles</b>                      | No fee                     |
| <b>Outside Town Limits- Starting over mile 3- Owner Rate</b>  | \$5.00 per mile fixed rate |
| <b>Outside Town Limits- Starting over mile 3- Police Rate</b> | \$3.50 per mile fixed rate |

**Hazardous Materials**

The Contractor may charge a reasonable fee for the clean-up and disposal of hazardous materials at an accident scene (i.e., gasoline oil contaminated speedy-dry, etc.) for the first five gallons of spill material not including cargo. Anything in excess of five gallons will be handled by a hazardous materials vendor.

|  |   |
|--|---|
| <b>Fee not to Exceed for first 5 gallons</b> | \$75.00   |
| <b>Over 5 gallons</b>                        | Contractor charge to dispose of hazardous materials |

**Gate Fee**

May be charged when the Contractor is required to respond to their facility other than during normal business hours for any purpose related to the tow or storage of a vehicle pursuant to this agreement. The Contractor will not charge a gate fee to the Milford Police Department.

- 18.** The Contractor shall post conspicuously within the place of business all tow fees that apply to a Police or Town of Milford request for a tow and costs as listed in Section 16, above.
- 19.** The fee schedule table above does not apply to commercial vehicle accidents or commercial vehicle accidents involving motor vehicles.
- 20.** Upon being contacted by the Milford Police Department, the Contractor shall respond within a maximum of twenty (20) minutes during business hours and thirty (30) minutes after business hours. If the Contractor does not respond within the specified time limits, the Police Department may elect to cancel that wrecker and/or terminate this agreement. The Contractor will then lose their spot within the rotation and/ or be suspended from the

Agreement. The rotation list will be maintained by Milford Area Communication Center (MACC).

21. All requests for wreckers will be filled on a rotating basis. Contractors will be listed alphabetically in a log book or computer program. As Contractors are requested, the list will be filled in and the next request will go to the next company on the list.
22. The Contractor will provide a properly approved lot within the Town of Milford. A vehicle may be towed to a properly approved lot outside of the Town of Milford if an out-of-town towing company performs the towing as a result of no Milford towing company being able to fulfill the request to tow, or at the discretion of an officer of the Milford Police Department. Whether within or outside Milford, there shall be at least one individual at the designation location who has the ability to release the vehicle to the customer during normal business hours.
  - A. The secured lot must be approved by the Milford Police Department.
23. Immediately after the towing of any vehicle pursuant to this contract, the Contractor shall notify the Milford Police Department of the tow by contacting a member of the Dispatch Center at (603) 673-1414. The Contractor shall also notify the owner of any vehicle which the Contractor has towed pursuant to this contract, when said vehicle has been on the Contractor's lot in excess of 30 days from the time at which it was originally towed.
24. It is understood and agreed that the Contractor shall tow any vehicle at request of the Milford Police Department and that the contractor shall charge the owner of the vehicle towed and shall not charge the Milford Police Department or the Town of Milford for any service rendered or performed pursuant to this contract. The contractor agrees to tow any vehicle owned by the Milford Police Department, except heavy equipment and shall bill the Police Department at the Service Call rate. Heavy equipment shall be billed at the Contractor's Heavy Equipment rate.
25. The Contractor may exercise any lien it may have on a towed vehicle pursuant to New Hampshire state laws accept that:
  - A. The Contractor shall release to the owner or operator of any towed vehicle, any and/or all essential (e.g., medication, eyeglasses, clothing) personal property contained within but not attached to such vehicle upon request by the owner or operator without regard to any lien that the Contractor may have on said property pursuant to New Hampshire State Law. The Contractor may hold any items, other than wallets, purses, legal documents, car seats, eyeglasses, medicine, or medical equipment, pending payment of any towing fee.
26. Impoundment & Abandoned Vehicles.
  - A. The contractor agrees to tow any impounded vehicle, excluding heavy equipment (Commercial vehicle), at the straight tow rate to the owner/operator.

- B.** Vehicles impounded by the Milford Police Department will be transported to their facility, or a location determined by the Police Department at no additional cost to the Milford Police Department and not more than the straight tow rate to the owner of said vehicle, unless the tow is for a commercial vehicle.
  - C.** Abandoned vehicles will be towed at no charge to the Town and at the tow rates listed in Section 16 tow rate to the owner/operator. The Police Department will make every effort to schedule these calls for service between 8:00-5:00 M-F, when possible, unless there is a hazardous condition.
  - D.** The Contractor agrees to store any vehicle, which may be impounded by the Milford Police Department at no cost to the owner, the Police Department, or the Town of Milford. Storage fees may be charged after 24 hours from the release of impoundment by the Milford Police Department.
- 27.** Any violation of State Law or Town Ordinance shall be considered just cause for suspension from this agreement.
- 28.** At the time the snow emergency removal operation begins, police officers accompanied by Public Works personnel will direct the removal of vehicles. Wreckers will be dispatched and tow the vehicle assigned to them by the officer at the scene. Wrecker operators will not tow any vehicle that was not authorized first by the officer.
- A.** The Director of Public Works, or his designee in charge of the "Snow Emergency", will dictate when the removal of vehicles from the Town streets begins.
  - B.** The Contractor shall have a wrecker available for each snow emergency of the season.
  - C.** It is understood by both parties that in the event of a snow storm, wreckers may be tied up handling emergencies. In this event they will respond as soon as possible.
  - D.** In order to recover an impounded vehicle, the owner will be required to present proof of ownership and make a payment in cash or credit card to the towing company of record.
- 29.** Violation of the above-agreed Memorandum of Agreement between the Contractor and the Town of Milford will result in the suspension of the Contractor from this agreement.
- A.** In the event a company does not meet the expectations of the Chief of Police or his designee the company may be suspended or terminated from the tow list.
  - B.** In the event that the Chief of Police or his designee receives a complaint, the towing company shall have an opportunity to respond to the complaint. In the event that the Chief of Police or his designee receives three separate complaints during this contract that have merit, the Chief of Police or his designee may remove the towing company from the towing rotation lists. This shall not preclude the Chief of Police or his designee from removing a towing company from the towing rotation lists for violations of ethical conduct at any time.

C. The Contractor, if aggrieved by the above decision, shall have the right of appeal to the Chief of Police. Such appeal shall be in writing and filed with the Chief of Police within ten (10) working days of the suspension or termination. The said appeal shall fully state in writing, the grounds for appeal.

D. The Chief of Police or his designee shall be the hearing officer and shall set a date for a hearing of the appeal and notify the appellant of the date of the hearing. The hearing shall be held as soon as practicable upon receipt of the appeal request, and shall decide the matter within a reasonable time and notify the appellant thereof.

E. The Contractor has the right to appeal the decision of the Chief of Police or his designee by appealing the decision in writing to the Town Administrator within ten (10) working days of the decision. Should the contractor disagree with the decision of the Town Administrator they have the right to a final appeal and review by the Board of Selectman.

30. In case of suspension or termination from this agreement, the Contractor waives any claim for damages or attorney fees against the Town of Milford.

31. The Contractor shall notify the Chief of Police or his designee at the Milford Police Department, in writing, of any change of trade name or the use of any additional trade names.

32. This agreement supersedes any and all prior agreements and contracts that have been previously contracted and awarded. This agreement is subject to change upon mutual agreement between the Contractors and the Milford Police Department.

In witness whereof the parties hereto have signed this original and one (1) *duplicate* copy on the date noted below the signatures.

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

Michael Viola, Chief of Police  
Milford Police Department

Date: \_\_\_\_\_, 2023

And

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

Towing Contractor,

Date: \_\_\_\_\_, 2023

Rev 12-28-2022

Sent 02-01-2023