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7:00 PM

Aldermanic Chamber

1. ROLL CALL
2. PUBLIC COMMENT
3. PRESENTATION
  - FY24 Annual Comprehensive Financial Report (ACFR)
4. COMMUNICATIONS
5. NEW BUSINESS – RESOLUTIONS

**R-25-228**

Endorsers: Mayor Jim Donchess  
Alderman-at-Large Michael B. O'Brien, Sr.

**AUTHORIZING THE MAYOR TO ENTER INTO THREE VEHICLE TOWING SERVICES CONTRACTS WITH D & R TOWING, BROADSIDE COLLISION CENTERS LLC, AND 1<sup>ST</sup> PRIORITY AUTOMOTIVE AND TOWING**

6. NEW BUSINESS – ORDINANCES
7. TABLED IN COMMITTEE
8. RECORD OF EXPENDITURES
9. GENERAL DISCUSSION
10. PUBLIC COMMENT
11. REMARKS BY THE ALDERMEN
12. ADJOURNMENT



## RESOLUTION

**AUTHORIZING THE MAYOR TO ENTER INTO THREE VEHICLE TOWING SERVICES CONTRACTS WITH D & R TOWING, BROADSIDE COLLISION CENTERS LLC, AND 1<sup>ST</sup> PRIORITY AUTOMOTIVE AND TOWING**

### ***CITY OF NASHUA***

*In the Year Two Thousand and Twenty-Five*

**WHEREAS**, the City of Nashua has a need for vehicle towing services for various situations; and

**WHEREAS**, as one company would be not enough to meet the City's needs, the City has negotiated with three towing companies to provide vehicle towing services to the City on a rotating basis.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Aldermen of the City of Nashua that the Mayor is authorized to enter into a two-year agreement in substantially the same form as the attached with each of the following companies: D & R Towing, Broadside Collision Centers LLC, and 1<sup>st</sup> Priority Automotive and Towing.



## CONTRACT FOR INDEPENDENT CONTRACTOR

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### MUNICIPAL VEHICLE TOWING SERVICES

#### A CONTRACT BETWEEN

THE CITY OF NASHUA, 229 MAIN STREET, CITY HALL, NASHUA, NH 03060 (“CITY”)

AND

[NAME OF CONTRACTOR] (“CONTRACTOR”)

[ADDRESS OF CONTRACTOR]

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#### **Article 1 Purpose and Term of Contract**

The purpose of this Contract is to enter into a two-year non-exclusive Contract with a term commencing on December 30, 2025, and ending on December 30, 2027 for the towing of vehicles at the request of the City of Nashua.

#### **Article 2 Scope of Service and Contractor Responsibilities**

- A. The Contractor shall supply all labor, materials, and equipment to remove any motor vehicles, so ordered to be towed, from the City streets and City property to a storage place.
- B. **This Contract may be terminated at any time if, in the sole opinion of the City, the Contractor has failed to fulfill its responsibilities as expressed in this Contract.**
- C. All services are to be performed in a safe manner and shall conform to Federal, State, and Local laws.
- D. The Contractor shall have a place of business within the City of Nashua. The place of business for the towing service shall include a posted and enclosed impound area within the City of Nashua. Such an impound area must be completely closed by a design that a person would believe that entering the enclosed area would constitute trespassing. Such lots shall have the capacity for at least 20 vehicles. The lot shall be secured, fenced, and illuminated, for the storage of any vehicles towed, excluding initial snow removal tows.

Contractor is solely responsible for vehicles in storage at one of its facilities, or while being towed. Said lots shall be constructed so as to prevent unauthorized persons from entering and shall be posted in accordance with New Hampshire RSA 635:4 and will specify the name and phone number of the agency responsible for the lot. Such lot[s] shall be subject to inspection by an authorized city representative for compliance with the provisions here in provided. These provisions include the storage, and any special requirements for that storage, of vehicles or items designated by the city, or its agent, as likely to be used as evidence in a both criminal and civil investigations.

- E. The principal Contractor storage lot must be staffed and open, Monday through Friday (excluding federal holidays) during the hours of 9:00 AM to 5:00 PM. Between the hours of 5:01 PM and 8:59 AM, the Contractor shall respond within 60 minutes to a closed storage lot or as scheduled with a customer.
- F. The Contractor shall maintain itemized records of all the tows and storage fees charged under this Contract.
- G. All requests for tow services will be on a rotating basis, from a list maintained by the Police Department. All Contractors on this list are required to enter into a Contract containing the same terms and requirements.
- H. Contractor recognizes the City maintains the right to tow a vehicle out of list rotation due to known delays in response or for any other reasonable police needs. Further, the City reserves the right to call for services from companies on or off the "list" if special circumstances require, however the list will always be utilized first.
- I. Contractor may not refuse to accept a tow assignment. Contractor shall not pass on a request for a tow. More than 3 passes in a sixty-day period may result in the Contractor being suspended or terminated from this Contract.
- J. Contractor must appear at the location of the tow within 30 minutes, no matter the time or day. Failure to timely respond on three or more occasions in any 30 day period may result in the Contractor being suspended or terminated from this Contract.
- K. The City Police Dispatcher must always be able to establish phone contact with the Contractor. Contractor's phone must always be manned. A person shall answer all calls from the Police Department to the Contractor. Voicemail, answering machines, and/or similar devices or technologies are not permitted.
- L. Contractor must always provide the minimum number of tow vehicles as required for a snow emergency (see Article 5 Snow Emergency).
- M. The Contractor must not display or engage in rude or disrespectful conduct to Police Department employees, persons reclaiming towed vehicles, and other persons interacting with the Contractor or their employees.

- N. This Contract may be terminated if, in the opinion of the City, there is reasonable or probable cause to believe that the Contractor, their agents, or their employees have committed a criminal offense in the conduct of their towing operations or arising from activity reasonably related thereto.
- O. Contractor shall record the name, date of birth, address, and phone number of any and all persons retrieving a vehicle that was towed or impounded by the Nashua Police Department; said record shall be available for display to any Nashua Police Department Officer upon request. A photocopy of a driver's license can be utilized.
- P. Collection of all tow fees or debts is the sole responsibility of the Contractor.
- Q. Upon execution of this contract and every six months thereafter after the Contractor shall:
1. Provide the City a list of its wrecker operators, their qualifications, and a photocopy of their New Hampshire driver's license.
  2. Any employee who operates a wrecker with a gross vehicle weight over 10,000 LBS, shall provide a photocopy of their medical certificate to the City.
  3. The qualifications of any new wrecker operator shall be provided to the City within 10 days of employment by Contractor.
  4. Contractor must notify the City if any of its agents or employees, including wrecker drivers, are charged with or convicted of any crime or motor vehicle violations.
- R. To protect the interests of the public, the City reserves the right to initiate, conduct, or follow up through investigative practice the backgrounds of Contractors and their employees. Some of those investigative checks may include but are not strictly limited to:
1. Criminal background check
  2. Personal reference review
  3. Financial reference review
  4. Attorney General's Office of Consumer Protection
  5. Any other law enforcement agency
  6. Any other public or private agency
- In the event an investigative process is undertaken and the results determine a Contractor or a Contractor's employee to be involved in serious criminal conduct or an issue of moral turpitude then the Chief of Police or his designee shall review and take whatever action he/she deems appropriate. Those actions or reviews will be based on a case-by-case basis, and shall not be subject to the appeals process.
- S. The City through the Nashua Police Department shall schedule periodic meetings with attendance of the Contractor or his designee being mandatory. Failure to attend may, in

the sole discretion of the Chief of the Nashua Police Department, result in suspension of this Contract.

- T. Contractor wreckers shall display lettering on both sides of the vehicle that indicate the name of the Contractor and wrecker service, the City and State in which the vehicle is usually based, and the business telephone number. Said lettering shall contrast sharply in color with the background be a minimum of 2 inches in height.
- U. Contractors shall possess a minimum of two wreckers, one of which must be a flatbed type and each wrecker having a manufactured gross vehicle weight (GVW) of 10,000 lbs., with dual wheels and a four-ton minimum “winching” capacity. Wrecker shall have the same meaning as RSA 259:126. A “tow truck” is the same as a wrecker. Wreckers will have the following mandatory equipment:
  - 1. Dolly wheels (with the tire being of legal tread depth), snatch blocks, chains, and nylon tow straps. This equipment will not apply if the contractor runs only “flatbed style” wreckers.
  - 2. Broom, shovel, new tarpaulin (minimum size 11 X 23), containers to place debris into, and other such materials necessary to safely tow vehicles and fulfill the requirements of this Contract.
  - 3. A sufficient quantity of material to contain and collect spills at an accident or tow scene. The Contractor shall be responsible for all cleanup and disposal of such materials.
- V. Equipment to be used by the Contractor in the performance of this Contract may be inspected at any time by any member of the Nashua Police Department to ensure compliance with the specifications of this Contract and state law. The Nashua Police Department may utilize a New Hampshire State Trooper, or a State Highway Enforcement Officer to assist in the inspection of any wrecker at any time throughout the Contract period.
- W. No debris shall ever be placed into a towed vehicle.
- X. The Contractor may exercise any lien it may have on a towed vehicle pursuant to New Hampshire State law.
- Y. A schedule of rates shall be printed and prominently displayed and affixed to the business office and tow lots of the Contractor.

### **Article 3 Appeal of Suspension or Termination**

Any failure to observe or perform any of the terms of this Contract may result in the suspension or termination of this Contract.

The City of Nashua shall give notice to the Contractor stating at a minimum the action being taken and detailed reasons for the suspension or termination. Upon receipt of a notice of

suspension or termination, the Contractor shall, upon request, be allowed to view all materials in the possession of the Police Department related to the reasons for the suspension or termination.

- A. The contractor shall have the right to appeal a suspension or termination to the Chief of Nashua Police Department. The appeal shall be in writing and filed with the Chief of Police within 10 days from the date of the notice provided. The appeal shall fully state all of the grounds for the appeal.
- B. The Chief of Police or his/her designee shall be the hearing officer, and shall set a date for a hearing on the appeal and notify the Contractor of the same. The hearing shall be held as soon as possible upon receipt of the appeal; a written decision shall be provided to the Contractor within a reasonable time.
- C. In the case of termination or suspension of this contract, the Contractor waves any and all claims for damages.
- D. The City may in its sole discretion waive any of these administrative requirements when it deems such waiver to be in the best interest of the City.

#### **Article 4 Fees and Administrative Charges**

This fee schedule is for passenger cars, sport utility vehicles, and light duty pickup trucks. Heavy duty tows are not included in this Contract.

|                                          |                                                                                                                                                                                                                                      |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Basic tow/accident/service call          | \$185.00                                                                                                                                                                                                                             |
| Skate and snatch blocks, or jack dollies | \$70.00 one charge per tow                                                                                                                                                                                                           |
| Labor in excess of one hour              | \$70.00 per hour                                                                                                                                                                                                                     |
| Waiting time                             | \$70.00 per hour                                                                                                                                                                                                                     |
| Accident cleanup                         | \$185.00                                                                                                                                                                                                                             |
| Gate Fee                                 | \$70.00                                                                                                                                                                                                                              |
| Storage                                  | \$80.00 after the first 24 hours and then every 24 hours thereafter.                                                                                                                                                                 |
| Tarp/collision wrap                      | \$100 every wrecker will be required to carry a tarp/collision wrap to be used at the Police Departments request. This does not limit the tow companies' ability to use this for insurance companies or at the request of the owner. |
| Snow emergency tow                       | \$155.00 per hour                                                                                                                                                                                                                    |

|                            |                                                 |
|----------------------------|-------------------------------------------------|
| City-owned vehicles        | \$155.00 (ordered through PD to remain on list) |
| Police Department vehicles | Free of charge (local tows)                     |

### **Article 5 Snow Emergency**

The City of Nashua Department of Public Works declares snow emergencies. The Nashua Police Department assists the agency in the removal of vehicles to allow the City of Nashua Department of Public Works to perform snow removal.

- A. Each Contractor on the list will be required to supply at least two wreckers to be available to assist in this process.
- B. Each Contractor will be required to remove vehicles from City-owned streets, municipal lots, and or property with the assistance of a Nashua Police Officer to a dedicated snow emergency lot within City boundaries. After removing the vehicle to the dedicated lot the tow operator shall contact the Police Officer via telephone and respond back to the Officer's current location.
- C. Contractor's operator will be instructed by a Nashua Police Officer to remove the vehicle. If the owner comes out to retrieve their vehicle prior to the vehicle leaving, the operator shall remove the vehicle from the tow and it will become a police matter.
- D. Wreckers will be required to stay available for the duration of the operation. Contractor shall not use the same tow vehicles for non-snow emergency tows during a snow emergency, unless authorized by the Nashua Police in an emergency situation. If they are used, the time shall be deducted from the billed time for the snow emergency.
- E. The Nashua Police Department will assign one officer to the City storage lot to preserve the peace and enforce applicable laws. This assignment will last for twenty-four hours from the start of the snow emergency.
- F. The Nashua Police Department will assign officers to assist Contractors while they are actively towing. Wreckers will be dispatched to locations as directed by the Nashua Police Officers. Only vehicles identified by a Police Officer will be towed. Each Contractor will provide at least two wreckers for each snow emergency event. Additional wreckers may be requested by the City if circumstances dictate it.
- G. No vehicles will be released from the City or Contractor's storage lots without payment of all incurred fees unless specific approval has been given by the Police Department Supervisor or the Director of Public Works.

- H. The requirements for retrieving a vehicle towed during a snow emergency are:
1. Proof of ownership (Contractor may consult with the Police Department in instances when someone other than the owner attempts to pick the vehicle up); and
  2. Payment of the fee. Cash or Credit are the only allowable transactions. Contractor may charge a service fee not to exceed 3.5 %.

**Additional requirements for 2026-2027 snow season:**

- I. Contractors will be responsible for staffing at the City's temporary snow emergency storage lot. The Contractor's staff will be responsible for maintaining a detailed log, including the location from which the vehicle was towed and the Contractor that towed it, receiving payment, and releasing vehicles from the storage lot.
- J. City of Nashua snow emergency slips will be utilized. Each slip will be a three-part form. All writing will be clearly legible and include the Contractor's operator's printed initials. The Contractor's operator shall document all visible damage to the vehicle being towed on the tow slip.
- K. The Contractors shall release to the owner of any towed vehicle any items as applicable by New Hampshire State RSA 262:35-a.
- L. The Contractor shall charge the owner/operator of the towed vehicle three hundred fifteen dollars (\$315.00) per snow tow. The Contractor will pay the City of Nashua one hundred and sixty dollars (\$160.00) per snow tow no later than 15 days for all vehicles that have been recovered by the owner. The Contractor will be responsible to pay for the remainder of the vehicles towed after 30 days from the snow emergency.
- M. The temporary snow emergency storage lot will remain open for 24 hours after the start of the snow emergency. After the storage lot is closed, any remaining vehicles will be towed to the Contractor's lot. Vehicles towed to a Contractor's lot will incur an additional fifty dollar (\$50.00) tow fee. No storage fees will apply for the first 24 hours at the Contractor's lot. After the first 24 hours, storage fees will apply.

**Article 6 - Abandoned Vehicles**

- A. A vehicle will be deemed abandoned following the current guidelines of New Hampshire RSA 262:40. Vehicles that have been deemed abandoned by the Nashua Police shall be removed from City-owned property, parking lots, parking garages, and City-owned Streets at the discretion of the Nashua Police Department.
- B. Vehicles that are removed from City-owned property, parking lots, parking garages, and City-owned Streets will be investigated by the Nashua Police for a violation of New

Hampshire RSA 262:40. Restitution will be sought during the criminal proceeding for the cost of a towed vehicle.

- C. Any vehicle deemed abandoned on a private lot will be investigated by the Nashua Police for a violation of New Hampshire RSA 262:40, and the owner of the property will be instructed to have the vehicle removed by any tow company, at the property owners' expense, per the guidelines in New Hampshire RSA 262:40. Restitution will be sought during the criminal proceeding for the cost of a towed vehicle.
- D. Vehicles left abandoned at the Contractors' lot will be investigated by the Nashua Police as an abandoned vehicle.
- E. At the discretion of a Nashua Police Officer, mid-sized and larger-sized abandoned campers and boats will be removed from City-owned streets and or property and towed to a designated lot in the City of Nashua. Contractors will be required to remove the vehicles and boats to the lot, and then complete all necessary paperwork for the City to deem the vehicle abandoned through the State of New Hampshire. Tow companies will be reimbursed for the tow at the following rates:

|                                           |          |
|-------------------------------------------|----------|
| Mid-sized motorhomes/ trailers, and boats | \$350.00 |
| Large sized motorhomes/ trailers          | \$500.00 |

#### **Article 7 – Non-Moving Violation Tows**

- A. Non-moving violation tows refers to vehicles on City-Owned Property, Parking Lots, Parking Garages, and Public Right-of-Way with unpaid fines and/or repeat violations or any other towable offenses.
- B. The Contractor agrees to tow, at no cost to the city of Nashua, any parked vehicle, as directed by a representative of the Nashua Police Department or person designated by the Nashua Police Department, in which the vehicle is being towed due to a towable parking violation, failure to pay parking citations, scofflaw, or unauthorized vehicles parked in municipal lots or on-street parking spaces managed by the Parking Department.
- C. Contractor agrees to hold the towed vehicle at the storage facility until the Contractor is presented with an official City of Nashua Authorized Release Form originating from the Motor Vehicle Department acknowledging all fines owed to the City have been paid in full.
- D. Contractor will collect any other fees or debts related to the vehicle being towed.

## **Article 8 – Insurance and indemnification**

Contractor agrees to be insured as follows:

Contractor shall maintain in effect during the performance of services:

Comprehensive Commercial General Liability or Garage Liability Insurance

|                                                                                                       |             |
|-------------------------------------------------------------------------------------------------------|-------------|
| General Aggregate Limit                                                                               | \$2,000,000 |
| Products- Completed Operation Aggregate Limit                                                         | \$1,000,000 |
| Personal and Advertising Limit                                                                        | \$1,000,000 |
| Each Occurrence Limit                                                                                 | \$1,000,000 |
| Fire Damage Limit (anyone occurrence)                                                                 | \$50,000    |
| Garage Keepers Liability (Comprehensive, Collision)<br>This coverage should be primary and not excess | \$200,000   |
| Automobile Liability (bodily Injury and property damage limit of liability)                           | \$1,000,000 |

### **Workers Compensation**

- State of New Hampshire statutory benefits covering all employees injured on the job by accident or disease, including employer's liability coverage in the amount of \$100,000/ \$500,000/ \$100,000. The policy shall include an endorsement waiving the right of recovery against the City of Nashua.

Liability policies shall cover all operations, including the use of any motor vehicles and premises, as a continuing performance of the contracted services; as well as contractual liability covering this Contract.

Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by the Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract. The City of Nashua shall not maintain any insurance on behalf of the Contractor. Subcontractors are subject to the same insurance requirements as the Contractor and it shall be the Contractor's responsibility to ensure compliance with this requirement.

The parties agree that the Contractor shall have the status of and shall perform all work under this contract as an independent Contractor, maintaining control over its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City and the Contractor consultants, sub-consultants, contractors, or subcontractors. The parties also agree that the Contractor is not a City employee, and that there shall be no. :

1. Withholding of income taxes by the City;
2. Industrial insurance coverage provides;
3. Participation in group insurance plans, which may be available to employees of the City;
4. Participation or contributions by either the independent contractor or the City to the public employees' retirement system;
5. Accumulation of vacation leave or sick leave provided by the City;
6. Unemployment compensation coverage provided by the City;

The Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within (10) calendar days after the City issues the notice of the award. The City of Nashua requires (30) days' written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. General liability, garage keeper's liability, employer's liability, and auto liability policies must name the City of Nashua as an additional insured and reflect on the certificate of insurance. The Contractor is responsible for filing an updated certificate of insurance with the City of Nashua's Risk Management Department, 229 Main Street, Nashua, NH 03060, during the life of the contract. All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, the Contractor must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve the Contractor of its responsibilities or limit the amount of its liability to the City or other persons, and the Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or part by the Contractor or anyone employed, directed, or supervised by the Contractor.

Regardless of any coverage provided by any insurance, the Contractor agrees to indemnify and shall defend and hold harmless the City, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal, or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, cost, and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole, or in part by a reason of any negligent act, omission, or fault, or willful misconduct, whether active or passive, of the Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. The Contractors' indemnity, defense, and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

**The City of Nashua must be named as an additional insured on all liability certificates.**

**Article 9 – Other provisions**

- A. The Contractor shall not assign, sublet, subcontract or otherwise transfer in any manner any portion of its rights or responsibilities under this Contract. Nor shall the Contractor sell or transfer any of its rights or responsibilities under this Contract.
- B. Choice of Law and Venue. This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this Contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9<sup>th</sup> Circuit Court – Nashua and not elsewhere.

In witness whereof, the parties have executed the Contract and intend to be legally bound thereby:

**CITY OF NASHUA, NEW HAMPSHIRE**

**[NAME OF CONTRACTOR]**

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

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

Mayor James W. Donchess

Print Name:\_\_\_\_\_

Date:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

**LEGISLATIVE YEAR 2025**

**RESOLUTION:**

**R-25-228**

**PURPOSE:**

**Authorizing the Mayor to enter into three vehicle towing services contracts with D & R Towing, Broadside Collision Centers LLC, and 1<sup>st</sup> Priority Automotive and Towing**

**ENDORSERS:**

**Mayor Jim Donchess**

**COMMITTEE  
ASSIGNMENT:**

**Finance Committee**

**FISCAL NOTE:**

**Unable to determine, although expect minimal to no fiscal impact on municipal services due to the contract changes.**

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**ANALYSIS**

**This resolution authorizes the City to enter into the attached agreement with three different named providers of vehicle towing services. The two-year contracts have a term of December 30, 2025 through December 30, 2027.**

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**Approved as to form:**

**Office of Corporation Counsel**

**By:** *Dorothy Clarke*

**Date:** *20 November 2025*