

CHAPTER 63**COMBAT AUTO THEFT PROGRAM****Authority**

N.J.S.A. 39:3-85.5 et seq., specifically 39:3-85.10.

Source and Effective Date

R.1991 d.423, effective August 19, 1991.
See: 23 N.J.R. 981(a), 23 N.J.R. 2518(a).

Executive Order No. 66(1978) Expiration Date

Chapter 63, Combat Auto Theft Program, expires on August 19, 1996.

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APPENDIX A INFORMED CONSENT AGREEMENT**SUBCHAPTER 1. GENERAL PROVISIONS****13:63-1.1 Purpose**

The purpose of this chapter is to implement N.J.S.A. 39:3-85.5 et seq. (P.L. 1990, c.98) and to combat the theft of motor vehicles in New Jersey. In furtherance of this purpose, this chapter provides for a voluntary registration program which will aid law enforcement in identifying stolen vehicles while at the same time deterring the theft of vehicles registered in the program.

13:63-1.2 Definitions

The words and terms used in this chapter shall have the following meanings unless the content clearly indicates otherwise.

"Chief law enforcement officer" means the highest ranking officer of a local law enforcement agency or a State Police Station Commander or their designee.

"Division" means the Division of State Police.

"Informed Consent Agreement" means the form designed by the Superintendent and provided by the Chief Law Enforcement Officer for the purpose of participation in the program. The agreement form is annexed to this chapter as Appendix A, incorporated herein by reference.

"Motor vehicle" means all vehicles propelled otherwise than by muscular power, excepting such vehicles as run only upon rails or tracks and motorized bicycles pursuant to N.J.S.A. 39:1-1.

"Police department" means the local law enforcement agency or State Police station which provides full law enforcement services for a municipality.

"Program" means the Combat Auto Theft (CAT) Program.

"Program decal" means a sticker designed by the Superintendent and provided by the chief law enforcement officer which indicates participation in the program.

"Program participant" means the registered owner of a motor vehicle who agrees to abide by all rules and regulations of the program by signing the Informed Consent Agreement.

"Superintendent" means the Superintendent of the Division of State Police.

SUBCHAPTER 2. RESPONSIBILITIES**13:63-2.1 Program participants' responsibilities**

(a) A person who is a New Jersey resident and the owner of a motor vehicle registered in any state may voluntarily participate in this program.

(b) A registered owner who volunteers to participate in this program shall appear in person before the chief law enforcement officer of the municipality in which the registered owner resides.

(c) A program participant shall complete an informed consent agreement (Appendix A) provided by the chief law enforcement officer and receive a copy of the signed informed consent agreement and a program decal. The program participant shall pay a fee, where applicable, to cover the cost of reproducing the informed consent agreement form, the program decal and of administering the program.

(d) The program participant shall affix the issued program decal to the inside lower driver's side corner of the rear window. If not practical, the program decal shall be

affixed to the most conspicuous location on the motor vehicle for detection by law enforcement personnel.

(e) A program participant may withdraw from this program in person or by written notification to the chief law enforcement officer and removal of the program decal.

13:63-2.2 Chief law enforcement officer's responsibilities

(a) The chief law enforcement officer shall reproduce the informed consent agreement form as it appears in Appendix A.

(b) The chief law enforcement officer shall provide an informed consent agreement to any registered owner of a motor vehicle who volunteers to participate in this program.

(c) The chief law enforcement officer shall ensure the proper completion of the informed consent agreement.

(d) Upon completion of the informed consent agreement, the chief law enforcement officer shall retain the completed original informed consent agreement and provide a copy to the program participant.

(e) The chief law enforcement officer shall maintain a file of completed informed consent agreements which are still in effect.

(f) The chief law enforcement officer shall make the completed informed consent agreements available to personnel under his or her command for the purpose of handling inquiries about program participation from other law enforcement agencies.

(g) The chief law enforcement officer shall issue to the program participant the next sequentially numbered program decal.

(h) The chief law enforcement officer shall inform the program participant of the proper location to affix the program decal as set forth at N.J.A.C. 13:63-2.1(d).

(i) The chief law enforcement officer may establish a fee, to be paid by the program participant, for the reproduction of the informed consent form and the program decal. The fee charged shall not exceed the actual costs incurred by the police department.

(j) The chief law enforcement officer shall provide the Division with any information regarding the program which the Superintendent deems necessary.

SUBCHAPTER 3. RECORDKEEPING

13:63-3.1 Recordkeeping responsibilities

(a) The Superintendent shall provide for the recording of the registered owners of motor vehicles who participate in this program. The records shall be available to all law enforcement departments, agencies and forces.

(b) The Superintendent shall cooperate with and assist all law enforcement officers and other agencies in tracing or examining any questionable motor vehicles in order to determine the ownership thereof.

SUBCHAPTER 4. DECALS

13:63-4.1 Decal specifications

(a) All police departments issuing decals pursuant to this program shall adhere to the following decal specifications. The decal shall be:

1. Inside window reflective with laminated adhesive;
2. Three inches by three inches in size;
3. Colored in light resistant blue and/or black ink; and
4. Feature 3/16 inch black consecutive numbering.

(b) The general design and lettering of the decal shall conform to the sample in Appendix B, incorporated herein by reference.

(c) An area no larger than 1.25 inches by 1.25 inches in the center of the decal will be used for the insignia and/or name of the issuing police department.

(d) The lower left corner of the decal will contain the four digit municipality identification code number of the issuing police department except State Police stations which will utilize a telephone number for identification.

(e) Each decal will be sequentially numbered. The lower right corner of the decal will contain the sequential number assigned by the police department.

APPENDIX A

INFORMED CONSENT AGREEMENT

Decal No. _____
 Owner Information:
 Name _____ Telephone No. _____
 Address _____

Driver's License Number and State _____
 Vehicle Information:
 Make _____ Model _____ Year _____ Color _____
 Registration No. _____ State _____
 VIN No. _____

Other Authorized Drivers:
 Name _____ D.L. No. and State _____

As a voluntary participant in the State of New Jersey Combat Auto Theft Program I, _____
 (Print)

represent that I am the registered owner of the vehicle identified above and that I do not normally operate that vehicle between the hours of 1:00 a.m. and 5:00 a.m. I freely consent to and authorize any sworn police officer of the State of New Jersey to stop my decaled vehicle between 1 a.m. and 5:00 a.m., without probable cause, to ascertain why the vehicle is being operated and to conduct any further investigation necessary to ascertain the true owner of the vehicle and to determine whether the vehicle is stolen. It is also my responsibility to notify any person who operates my decaled vehicle that the vehicle is registered in the program.

I also realize that participation in this program is no guarantee that my decaled vehicle will not be stolen. I am aware that the program has been enacted as a deterrent to auto theft and as an aid for police to identify stolen vehicles in the State of New Jersey.

I am responsible for notifying the police department where I completed this form, in person or in writing, whenever I move, sell the vehicle or no longer wish to participate in the program. Furthermore, under any of these conditions, I must remove the program decal from my vehicle.

I fully understand the terms and conditions of this program, and voluntarily agree to participate.

Signature _____ Date _____

APPENDIX B

