

**TOWNSHIP OF UPPER
CAPE MAY COUNTY
O R D I N A N C E**

ORDINANCE NO. 005-2021

**AN ORDINANCE AMENDING REVISED GENERAL ORDINANCE CHAPTER IV OF
THE CODE OF UPPER TOWNSHIP TO REGULATE THE TOWING AND STORAGE
OF MOTOR VEHICLES BY THE TOWNSHIP**

BE IT ORDAINED by the Township Committee in the Township of Upper,
County of Cape May and State of new Jersey as follows:

SECTION 1: Chapter IV of the Revised General Ordinances of the Township of
Upper, also known as the Code of Upper Township, is hereby amended and supplemented to add
the following Section 4-4:

4-4 TOWING AND STORAGE

4-4.1 Purpose

The purpose of this ordinance is to establish procedures and standards for the award of a contract for the towing and storage of motor vehicles by the Township.

4-4.2 Award of Contract to Towing Contractor.

The contract to provide towing, lockout and storage services to the Township of Upper must be submitted in accordance with the terms of the Towing, Storage and Lockout Services Bid Specifications and Proposal Form. The terms and quotes provided by the prospective contractor in the Bid Specifications and Proposal Form are binding, and contracts will be based upon these terms.

From all submissions that are provided to the Township in accordance with the bid specifications and proposal form, the Township of Upper will award the contract to the lowest responsible bidder who is determined to be a qualified and reputable towing, storage and lockout contractor. Lowest responsible bidder does not indicate that the Township will merely choose the bidder with the lowest price quote, but instead the bidder determined to be qualified and reputable with the lowest price quote.

4-4.3 Term of Towing Contract.

- a. Initial Contract. The initial contract between the Township and the successful bidder will be for 12 months.
- b. Renewal of Initial Contract. The Township may, at their option, renew the contract for a twenty-four-month extension, to continue at identical terms to the initial contract.
- c. Maximum Duration of Contract. The total term of the contract cannot exceed 36 months, in accordance with N.J.S.A. 40A:11-15(22). After the 36 months, the contract is ended, and a new bidding process and acceptance must occur.

4-4.4 Services Provided by the Towing Contractor.

- a. Towing. The towing contractor will be responsible, at the discretion and request of the State Police, Township Administrator or the Township Parking Enforcement Officer, for the towing of:
 1. Abandoned vehicles;

2. Disabled vehicles;
 3. Illegally parked vehicles;
 4. Stolen vehicles;
 5. Vehicles involved in accidents within the Township of Upper;
 6. Those vehicles whose owners are suspected of being involved in criminal activity within the Township of Upper;
 7. Any other vehicle identified and requested by the State Police, Township Administrator or Township Parking Enforcement Officer.
- b. Storage. The towing contractor will be responsible for the storage of any vehicles towed from the Township of Upper.
 - c. Lockout Services. The towing contractor will be responsible, at the discretion and request of the State Police, the Township Administrator or Township Parking Enforcement Officer, for providing a lockout service for motorist's whose vehicles are located within the Township of Upper.

4-4.5 Qualifications of the Towing Contractor.

- a. The towing contractor must be able to demonstrate, to the satisfaction of the Township:
 1. That they are qualified and experienced in the business of towing, storage, and lockout services;
 2. That they are qualified and experienced in the removal of vehicles of all types;
 3. That they have the required and specified facilities and storage areas;
 4. That they have the required and specified equipment, expertise, and licensing; and
 5. That they have the required and specified personnel.
- b. Each bidder must submit, with their bid, a criminal background check for each employee, either from the New Jersey State Police or another reputable provider. This criminal background check must have been conducted within one calendar year of the submission of the bid to be deemed valid for bidding purposes. Any conviction for a felony shall be a sufficient reason to disqualify any bidder, at the discretion of the Township.

Each bidder must also submit, with their bid, a copy of all current and valid driver's licenses for the operators of service equipment who are employed by the contractor and who will be directly involved in the fulfillment of the contract.
- c. The towing contractor shall submit, with their bid, a copy of their written Drug-Free Workplace Policy. This policy shall include, but is not limited to: pre-employment testing, on-going testing, employee assistance, and consequences of policy violation.
- d. The towing contractor shall submit, with their bid, the name of other municipalities and/or businesses to which they have previously and/or are currently providing contract towing, storage and lockout services.

Additionally, the towing contractor shall submit, with their bid, a list of towing, storage and lockout service contracts that they have held within the past three years that are similar in scope and nature to that offered by the Township of Upper. The Township reserves the right to use these references and/or their performance on any municipal/business towing, storage, and lockout service contracts in making its award determination.

4-4.6 Standby and Emergency Services.

- a. Equipment Necessary. The towing contractor will be required to furnish extra towing equipment and service during storms, snow emergencies, traffic emergencies, special events, disasters, any acts of God, or for any other reason so designated by the Township. During such periods, hereinafter "standby periods," the towing contractor will be required to provide adequate equipment and service, held ready to remove passenger vehicles and light trucks under 1 1/2 tons.
- b. Duration of Standby Services. Standby service will begin when Upper Township contacts the towing contractor. Standby service will end when Upper Township contacts the towing contractor to inform him of the termination.
- c. Additional Storage Locations. The Township reserves the right to, during any emergency, designate a temporary storage location on a property owned or leased by the Township. These temporary storage locations would be used to house vehicles at the direction of the Emergency Management Coordinator or his designee from the Township. Any transportation of vehicle to or from these temporary storage locations will carry with them the same charges as would transportation to the official storage facility.

4-4.7 Insurance Requirements.

- a. The contractor providing towing services must be insured by an insurance company authorized to do business in the State of New Jersey. In addition to providing the minimum insurance coverage required by N.J.A.C. 13:45A-31.3, the contractor shall provide such additional insurance as recommended by the Township Risk Management Consultant as set forth in the bid request.
- b. Insurance coverage must indemnify the Township of Upper, the general public including all elected and appointed officials, all employees and volunteers, or boards, commissions and or authorities and their board members, employees and volunteers against any loss due to injuries, accidents or damages of any kind where this damage is the result of an act or omission by the towing contractor or his agents, in or due to the fulfillment of the Towing Contract.

4-4.8 Rights of Vehicle Owners.

- a. The owner of any vehicle that is towed has the right to remove property belonging to them from the stored vehicle, unless the vehicle is marked "Police Hold" on the towing form. Any items must be removed during the scheduled release hours, or as otherwise determined by the State Police.
- b. The vehicle owner or his representative retains the right to take photographs of their stored vehicle for insurance claim purposes.
- c. All complaints arising from the towing and storage of motor vehicles shall be submitted to the Township Administrator. The Township Administrator shall review and investigate any such complaint and make a determination as to the appropriate action, if any, or otherwise resolve the complaint.

4-4.9 Compliance with Other Laws and Regulations.

The contractor shall comply with all other laws and regulations, including but not limited to N.J.S.A. 56:13-7 et seq. and N.J.A.C. 13:45A-31.1 et seq.

SECTION 2: EFFECTIVE DATE: All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency only.

SECTION 3: REPEALER: This Ordinance shall take effect immediately upon final adoption and publication as required by law.

SECTION 4: SEVERABILITY: If any section, paragraph, subdivision, subsection, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, subsection, clause or provision declared invalid and the remainder of this Ordinance shall remain in full force and effect and shall be enforceable.

SECTION 5: CODIFICATION: This Ordinance shall be codified in the Upper Township Code at the sections referred to above.

ATTEST:

BARBARA L. YOUNG, Township Clerk

RICHARD PALOMBO, Mayor

NOTICE IS HEREBY GIVEN THAT THE FOREGOING ORDINANCE WAS INTRODUCED FOR FIRST READING AT A MEETING OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF UPPER HELD ON THE 8TH DAY OF MARCH, 2021 AND WAS TAKEN UP FOR CONSIDERATION AS TO FINAL ADOPTION AT A PUBLIC HEARING OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF UPPER HELD EXCLUSIVELY BY ELECTRONIC MEANS, ON THE 22ND DAY OF MARCH, 2021 AT 7:30 P.M. AT THE TOWNSHIP HALL, TUCKAHOE, NEW JERSEY, AT WHICH TIME SAID ORDINANCE WAS ADOPTED.

BARBARA L. YOUNG, TOWNSHIP CLERK
TOWNSHIP OF UPPER

Legislative History:

Introduced: March 8, 2021

Publication: March 12, 2021

Newspaper(s): Press of Atlantic City

Second Reading & Public Hearing: March 22, 2021

Final Adoption: March 22, 2021

Final Publication Date: March 25, 2021

I certify that the foregoing Ordinance was finally adopted by the Township Committee of the Township of Upper on March 22, 2021 and notice of adoption was thereafter published pursuant to law in The Press of Atlantic City on March 25, 2021.

BARBARA L. YOUNG, Township Clerk