

**Tow Responders Position
Joint Public Hearing on PA State Police
Emergency Towing Pilot Program.**

May 14, 2014



**Third-Party Dispatch
It is Black and White**

Dear State Representatives:

Thank you for the opportunity to be heard. For many family owned businesses in you districts this has been a very stressful past few months. We have faithfully served the community and worked with the PSP for years.

The following material will clearly show that the initial stated objective of returning a trooper to patrol and increased response time have clearly not been meet. Instead, the system delays response time and provides less quality information for incident management thereby putting all at risk.

The material will also show that AutoReturn has tarnished the image of one of the finest institutions in our state, the Pennsylvania State Police. AR has used coercive business tactics in order to scare tow companies into signing up. The towers deserve better and the PSP should demand better!

The PSP are now attempting to justify their program by stating that some towers are unethical, unscrupulous, and greed driven. We submit to you that there are always a few in any industry, and in law enforcement as well, that give everybody else a bad name.

However, implementing an automated third-party dispatch from California, and someday maybe Pakistan, that decreases safety and puts lives at risk, cannot be justified by the desire to regulate a few bad companies.

Instead, we need to make health and safety first priority. If the PSP do not want to dispatch then we have a world class dispatch system in 911.

We are a regulated industry. If the legislature believes there is not sufficient regulation then our elected representatives can go through the legislative process and augment existing acts like the Towing and Towing Storage Facility Standards Act 73 P.S. 1971.1 et seq.

As a small business we need to be able to depend on our legislature to provide a stable environment to invest and plan. A healthy and secure tow industry is essential to the safety of our roadways. A third-party regulator, let alone one that has lost our trust, cannot provide that environment.

Thanks for defending us.

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CHANGING RATIONAL FOR PROGRAM BY PSP

This section will set forth the Tow Responders rational and position for questioning the "pilot Program" and set forth a feasible alternative to accomplish their goals. This section will also set forth the initial stated rational of the third-party dispatch program which ultimately failed in practice and also set forth the fallback position of the PSP since the first stated goals failed to be meet.

- 1. Tower Position Statement – Reality is an automated dispatch, directed from a dispatcher with no knowledge of local response assets is detrimental to the health and safety OF all. Further, it sets forth an alternative system utilizing 911 that would meet the stated goals and objectives. (see attachment)**
- 2. Pennsylvania State Police letter date Dec 3, 2013 – sets forth rational that the third party dispatch will allow troopers to return to patrol quicker and increase services to the public. **(the following material will categorically prove this stated objective has failed to be meet) (see attachment)****
- 3. Pennsylvania State Police Dirt Request correspondence – this correspondence shows how in desperation to maintain the legitimacy of the program (since response time has obviously failed by any reasonable persons standard), the PSP have shifted the focus to attack the creditability of the tow industry and malign the character of the industry because the actions of a few. The truth is the industry is regulated by the Towing and Towing Storage Facility Standards Act 73 P.S. 1971 et seq. and by the PSP own regulations FR 6-2, Highway Assistance. If more regulation is needed it should be up to our PA Legislature to go through the legislative process and thereby provide a stable predictable business environment for our family owned businesses and our industry. (see attachment)**
- 4. The failings of a few do not warrant increasing the risk to health and safety for all. Further, the failings of a few do not justify giving a third party (AR) absolute authority to regulate family owned businesses especially when they have proven to be less than trustworthy.**

Lt. Colonel Scott R. Snyder
Deputy Commissioner of Staff
Pennsylvania State Police
Department Headquarters
1800 Elmerton Avenue
Harrisburg, PA 17100
December 18, 2013

In Regard: Third Party Towing Service Pilot Program

Dear Lt. Colonel

Thank you for your letter dated December 3, 2013 wherein you set forth the rationale for your decision to use a third party dispatch. We appreciate and support the policy of the PSP to provide assistance to motorists in a timely, safe, and efficient manner. In coordination with other service providers, we have worked diligently to quickly restore the free and safe movement of traffic, to move state commerce, and to provide effective operation of the roadways. We also understand your need for troopers to return to patrol duties as soon as possible. In our areas we have always provided quick professional response that enables your troopers to get back on patrol as soon as possible. To our knowledge there has never been a complaint on response time.

Out of respect for you and the PSP, we will try to enumerate our issues and concerns with this pilot program as being implemented. Our discussion is by no means intended to be disrespectful. We are supportive of your stated goals. This letter will discuss some of our concerns such as increased risk to health and safety, harm to PSP reputation, and increased state liability. Further, we will set forth a viable alternative to meet your stated goals.

In addition, we want to advise you of the position being taken by numerous Volunteer Fire Companies. They have signed a petition and asked us to relay this information. The Volunteer Fire Departments state that since many of the tow companies they customarily work with will not be responding to AutoReturn dispatch tow responders from outside the area or tow responders that are improperly equipped or improperly trained will most likely be responding. It is their position that this will cause delays in response and put their staff at risk. Therefore, out of concern for their volunteer staff they will stay on scene until entrapment, if there is one, is cleared. After that they will return to station. They are giving you advance notice so you can make arrangements for extra PSP or Penn DOT to do traffic control and incident management. A copy of this petition will be provided by separate cover.

From a tow responder's viewpoint the rollout of the pilot program has been problematic from the start from any reasonable person's perspective. We received your first letter the same day or just a few days before the initial meetings with AutoReturn. As an association or as a local focus group, we were never given the opportunity to discuss situational questions relating to our unique geographic areas, roadways, or weather conditions. Further, no contact or planning was done with the local Volunteer Fire Departments or other first responders prior to the intended implementation. Our tendency to have whiteouts and blizzards with high related incident count were of no concern. We were told to merely sign up, and we would work through our problems as we go. Our geography poses technological issues. As attested by your troopers, their computers and radios do not work in our areas a lot of the time. The

ability to gain information about an incident beyond the initial computer dispatch was unsatisfactory. We were told we would need to call California and they would get the information from the PSP.

In fact, a live feed demonstration of an additional information request was viewed by two tow responders in a meeting at one of their shops. The dispatch request stated a tanker truck was involved in an accident and requested a dispatch. The tow responder had requested additional information relating to whether it was a roll over so he could respond with the appropriate equipment. As the AutoReturn representative was explaining his software during this live demo, he stated that if the response was not answered in 55 minutes, the area of the screen would turn red. To his surprise the screen turned red. He was embarrassed. During the next 20 minutes the tow responder's request was never answered. This was a 75 minute wait. The representative, while obviously embarrassed, moved on to his next sales pitch item.

This did not meet your goal of opening roadways, promoting safety, or saving time for troopers or PSP dispatch. If this situation happened in our area, 911 dispatch or PSP dispatch would be talking to the responder on scene which would allow him to respond immediately. In the above situation, we would have had immediate feedback and would have been prepared with the right equipment and staff. The tanker truck wreck in the above live demonstration may well have turned into an emergency if it was not one already. We fail to see how California third party dispatch will put troopers back on patrol in a more timely fashion. To the contrary, we believe it will delay response and endanger lives. As we understand it, a trooper must report the incident to PSP dispatch, have them type it in the computer, send it to California, have California send dispatch to the tow responder via automated message, and then, if there is additional information requested, do this all over again. Currently one call does it all immediately. An automated dispatch from a third party cannot improve on that response time. It is not possible. In an interstate situation, it is imperative that the right information be given and quick situational awareness achieved. In many situations the tow responders need to go the wrong way on the interstate. If we get the wrong information we may end up in a head on collision. In the alternative, we will end up in a traffic jam and not be able to get to the scene. The interstate will be shut down for a protracted period of time, thus, increasing the risk of back accidents and putting safety at risk. Further, in our countryside geography there are not mile markers or street names like in San Diego or Harrisburg. We need feedback and situational awareness by dispatch to meet your stated goals.

It seems reasonable to assume that a pilot program would indicate that it is a test to see if it works. That would mean that feedback is needed to properly evaluate the effectiveness of the program. Further, the feedback would be used to make changes to properly serve the stated purposes. Instead, there was no discussion of, nor establishment of local feedback and discussion. Having a review in Harrisburg on a plan implementation seems disingenuous. Obviously, a third party dispatch may well state that it is going great since the financial reward is in the millions.

The desire to implement this program in the winter months in Northwest PA also seems unreasonable, especially without any preplanning or situational discussion. Instead, if we were a truly valued asset of the PSP and partners in public service, it would have seemed more reasonable to do this in the summer months after discussion and situational planning. We value the safety of all involved. Since the pilot plan requires indemnification of AutoReturn and the PSP, it seems reasonable that we should have been involved at the onset to air any safety concerns.

A tow responder for the group was contacted by Lt. Wendt in response to some questions asked. The Lieutenant was asked why such short notice on the pilot implementation. He stated "perhaps the public relations could have been better, but the PSP needed to get this area rolled out before the end of 2013 so that the rest of the state could be done in 2014." Lt. Wendt was asked how you can plan to roll this out to the rest of the state if you do not know it works. He responded that "we know it works" and we are moving forward with it. Therefore, the term "pilot" seems a pretense since the decision that it worked had already been made prior to implementation and the statewide rollout was a certainty. This seems to explain why we were never asked to help develop a workable program, to participate in feedback, or to establish a tow responder review panel. It also could explain why the implementation is being launched as far away from Harrisburg as physically possible. It must be stated that Lt. Wendt was respectful in all conversations.

Initially, a tow responder was provided a 23 page contract that is an entirely one sided document. It seemed only when resistance was apparent that AutoReturn modified the contract to a short term 8 page document. We were given numerous contracts, numerous fee proposals, and numerous conflicting statements. In the view of the tow responders, your third party dispatch choice has lost all credibility. No matter what the third party dispatch says today, the tow responders can reasonably assume it will be different tomorrow and most likely for the worse. It is reasonable to assume that AutoReturn will once again insist on a 23 page one sided contract once they are firmly entrenched.

AutoReturn may be exposing the state and PSP to liability as they try to bully tow responders into signing. In the past via the Highway Assistance Regulations, FR 6-2, 2/9/2001, and in the 23 page contract, there were standards that had to be met to qualify to tow for the PSP. They include liability coverage, garage keeper's insurance, cargo coverage, and equipment standards. Tow responders were also required to have a fenced in area for vehicle storage. It appears that the standards may be being waived. This appears to be happening to pressure the approved tow responders to sign up to protect their business from tow responders who may not be compliant. Obviously, indemnification is only as good as they are insured or have assets. If this is the case, the state would be exposing itself to liability by having standards but not enforcing the same through your agent. You are on notice that this may be happening, and as such, you may be exposing the state to liability in the event of death or injury.

The PSP has always been beyond reproach for honesty and veracity. We have been proud to work with the PSP. AutoReturn is your agent. They are a large multimillion dollar company that prides itself on their technology. It is surprising that they do not know who is signed up and who is not. They seem to tell one tow responder the other is signed up, and, then, mistakenly tell the opposite to the other tow responder. When the tow responders talk, it becomes apparent that neither had signed. This is either an example of incompetence, and therefore one has to question their ability to properly dispatch, or in the alternative, this is a method of intimidation and manipulation to scare tow responders into signing up to protect their family businesses. Either way the conduct tarnishes the PSP's image.

As stated in the beginning of this letter, we are not opposed to change and are amenable to a change of dispatch. We are also in agreement with your stated goals. We believe that a dispatch system that has direct control over all area emergency response assets and tow responders is a safer system, more efficient system, and a better system for the state. We believe that dispatch through local 911 is a better mechanism to meet the stated goals. 911 is directly tied to all emergency response services, tow responders, and resources in the county. They also thoroughly understand all the resources available.

They have extensive operational experience in working with police and in dispatching emergency services as well as tow responders. In many instances a dispatch of a tow responder is part of an emergency response. 911 is better situated to coordinate all resources to protect the motorist as well as protect the public from hazardous materials. Their professionalism and expertise in dispatch service is unsurpassed. We believe they are far more qualified than a third party dispatch sending out automated dispatch from California with no local asset or situational awareness. Therefore, the health and safety of all will be better protected for both public and responders. 911 will satisfy your stated goals. The most important, of which, is public safety. The local 911 in Venango County has stated that they will be happy to accommodate your third party dispatch goal.

If a fee is necessary, we would collect it and suggest a portion of it also go to fund the local fire response. This will keep the funds local, support local jobs, and thereby support our local economy instead of California's. If a fee is necessary, it will keep millions of dollars in the state instead of sending the funds to California.

We are family owned businesses that live, work, and pay taxes in PA. Most of us have lived in our communities all of our lives. We have professionally served the public and served the PSP's needs for years. We deserve to be treated fairly and with respect. Recently numerous other tow responders have joined our voice of reason and respectfully dissent. We will forward the signed petitions by separate cover shortly.

Once again, we appreciate our long term relationship with the PSP. We would like to work out our differences. We respectfully request that you review our position and consider our 911 concept.

Sincerely,

The Tow Responders

cc.

PSP Commissioner Frank Noonam

Lt. Gerald Wendt

The Honorable Richard Stevenson, 8th District, PA House of Representatives

The Honorable Steve Barrar, 160th District, Chair Emergency Preparedness, PA House of Representative

The Honorable Ron Marsico, 105th District, House Transportation, PA House of Representatives

The Honorable R.Lee James, 64th District, PA House of Representatives

The Honorable Michele Brooks, 17th District, PA House of Representatives

The Honorable Brian Ellis, 11th District, PA House of Representatives

The Honorable Jaret Gibbons, 10th District, PA House of Representatives

The Honorable Mark Longiatti, 7th District, PA House of Representatives

The Honorable Daryl Metcalfe, 12th District, PA House of Representatives

The Honorable Kathy Rapp, 65th District, PA House of Representatives

The Honorable Robert Robbins, 50th District, PA Senate

The Honorable Scott Hutchinson, 21st District, PA Senator



PENNSYLVANIA STATE POLICE
DEPARTMENT HEADQUARTERS
1800 ELMERTON AVENUE
HARRISBURG, PA 17110

December 3, 2013

Hovis Auto Wrecking, Inc.
5074 Emlenton Clintonville Road
Emlenton, Pennsylvania 16373

Dear Hovis Auto Wrecking, Inc.:

Thank you for your recent correspondence concerning AutoReturn, the third-party towing services administrator selected by the Pennsylvania State Police (PSP) to manage and dispatch towing operations on a trial basis for our agency. The PSP appreciates you engaging in recent discussions with AutoReturn and values the sacrifices and professionalism towing service providers have demonstrated through their work with our agency to serve the citizens of the Commonwealth of Pennsylvania.

AutoReturn has extensive operational experience in providing customized dispatch management and logistics solutions for large-scale police towing operations. AutoReturn is not an auto club and does not own tow trucks or operate impound facilities in the Commonwealth of Pennsylvania.

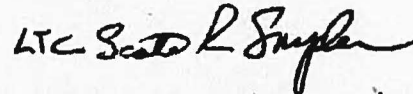
Towing service providers in Pennsylvania will benefit from AutoReturn's proven processes and tools that have helped other towing service providers throughout the United States increase service levels to the public and reduce administrative costs. Our partnership with AutoReturn will also help the PSP increase service levels to the motoring public by allowing Troopers to return to patrol duties more quickly and automating the current paper-based reporting system used by our agency for managing and dispatching towing services. This automated approach provides all stakeholders with an industry-leading, common technology platform they can securely access via a web browser, iPhone or Android mobile application, and/or landline telephone to obtain information regarding a towed vehicle. Each stakeholder will have role-based views into the same systems, facilitating transparency and efficiency throughout the towing life cycle.

It is the policy of the PSP to provide the necessary assistance to motorists in need in a timely, efficient, and safe manner, and to quickly restore the free and safe movement of traffic to maintain effective operations. The PSP is dedicated to third-party towing services administration for towing dispatch in Pennsylvania and believes it will be extremely beneficial to the towing industry, the motoring public, and our agency.

The PSP is moving forward with AutoReturn as the agent and administrator for third-party towing services in the counties selected for our pilot initiative, along with those towing service providers who have joined their network. The PSP encourages towing service providers who have not joined AutoReturn's network to contact AutoReturn to ask questions, discuss their concerns, and obtain information on how to join the network.

Should you have any questions or require additional information concerning this initiative, please contact Lieutenant Gerhard W. Wendt, PSP Bureau of Research and Development, 1800 Elmerton Avenue, Harrisburg, Pennsylvania 17110, at telephone number 717-772-4887, or via email at gwendt@pa.gov.

Sincerely,



Lt. Colonel Scott R. Snyder
Deputy Commissioner of Staff

Representatives Stephen Barrar and Richard Stevenson of the PA House Veterans Affairs & Emergency Preparedness Committee have scheduled a public hearing to discuss PSP's pilot towing project on May 14th at 0930 hours at the Capitol. In preparation for the hearing LTC Bivens has tasked the BOP with gathering information from the field of real world incidents which can be used to demonstrate some of the unethical conduct and practices we as an agency have seen perpetrated by the towing industry toward the public. Examples of such intentional conduct could include overcharging, charging for services which were not rendered, duplicate billing by one tow company assisting another, exorbitant storage fees, withholding the personal possessions from a wrecked vehicle and the employing of felons to name just a few. Undoubtedly there are an untold number of horror stories among the ranks however the Colonel is looking for a few of our guys who have sufficient knowledge of the details from such an incident and could testify before the committee. He is also interested and would like to find a few motorists who were subjected to the unscrupulous tactics of a tower who would be willing to appear as well. Please task your Troop, Patrol and Station Commanders to poll their people for this information. I would ask your assistance to review and select the best one or two stories (and the people to present them) from your respective area commands and provide them to me by Wednesday, April 16th. Hopefully this hearing will provide the Department with the opportunity to publicly present some of what we know of the greed driven practices of this unregulated industry to the committee members. The towing community has done a good job of portraying themselves as reputable businessmen just trying to earn a living, which I will agree, some are, however PSP also has the unique perspective to see the side of this industry which often times attempts to take advantage of crash victims.

Major Edward C. Hoke | Director
Pennsylvania State Police | Bureau of Patrol
1800 Elmerton Avenue, Harrisburg PA 17110
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TOW RESPONDERS AND FIRE DAPARTMENT PETITIONERS

This section contains a list of 115 tow companies that are refusing to participate in the third-party dispatch program.

This section also includes 74 fire departments that are either voicing concern and/or requesting relief from the third-party dispatch program.

The fact that 115 tow companies, the majority of which are State Police approved tow companies, are refusing to participate illustrates that something is wrong with this program.

The fact that 74 fire companies have joined the tow companies illustrates that there is a problem with this program.

It is incomprehensible to believe that calling a company from California, with little to no incident, scene, or county response resources knowledge, and then having the California Company sending an automated call back to a tow company in PA is faster or safer.

Next we will be dispatched from India or Pakistan. The labor is cheaper there.

Tow Responder Petitioners and Fire Department Petitioners

The listed tow responders have signed a petition that states they will not contract with AutoReturn nor will they respond to the same.

<u>The Tow Responder's</u>	<u>County/Service Area</u>	<u>Interstate</u>
1. Hovis Auto Wrecking, Inc.	Venango	I-80
2. Hovis Truck Service & Sales Inc.	Venango	I-80
3. Nelson Tire Towing & Service	Venango	I-80
4. Venango Towing	Venango	
5. Lowry Auto Body & towing	Venango	
6. Minich Mobile Homes, Inc.	Venango	
7. Olsen Towing	Venango	
8. Custom Service	Venango	I-80
9. Snyder Brothers	Venango	
10. Bert's Auto Service	Venango	
11. B&M Towing	Venango	
12. Bear's Towing and Recovery	Crawford	I-79
13. Rt. 19 Truck Heavy Truck Repair	Crawford	I-79
14. Leonard's Auto	Crawford	I-79
15. LA Auto Service & Towing	Crawford	
16. Borderline Towing	Crawford	
17. Hayden's Garage	Crawford (former AR tow responder)	
18. J & C Truck Repair & Towing	Erie	
19. Carl's Auto Parts	Erie	
20. Harvey's Towing	Erie	
21. Hess's Garage	Erie	
22. Hammett Motors	Erie (former AR tow responder)	
23. Ayers Auto	Erie	
24. Pickney's Towing	Erie	
25. Koebel's Towing	Warren	
26. Rarey's Auto Service & Sales	Warren	
27. Ostrom Enterprises	Warren	
28. Chase Car Care	Warren	
29. Dykes Garage	Warren	
30. Johnson's Tires Inc	Warren	
31. Pennmark Towing	Warren	
32. Thompson's Towing	Warren	
33. Mercer Auto Wreckers	Mercer	I-80/I-79
34. Kress Auto Center	Mercer	
35. Joe's Tow	Mercer	
36. Rodgers Auto Body	Mercer	
37. Kristyak Auto Repair	Mercer	I-79
38. Henricks Towing	Mercer	
39. Rowe's Towing	Mercer	

40. Kilgore Towing	Mercer
41. Buchanan's Towing	Mercer
42. Carpenter's Towing	Mercer
43. Gearhart Towing	Mercer
44. P.J.'s Auto LLC	Mercer
45. Automotive Excellence	Butler
46. Sarver Auto & Performance	Butler
47. Bill Errera Automotive	Butler
48. Widenhofer Garage	Butler
49. B&B Motors	Butler
50. Pry's Towing	Butler
51. Fischer's Towing	Butler
52. John Malinski Towing	Butler
53. Wayne Schultz Towing	Butler
54. Webbs Garage	Butler
55. Atwell's Towing	Butler
56. MD Hitch	Butler
57. Rumbaugh Towing	Butler
58. Turley Truck	Butler
59. D&D Towing	Butler
60. Wallace Towing	Butler
61. Jack Hockenberger Motors	Butler
62. Butch's Towing	Butler
63. ADI Towing	Butler
64. Moore's Auto Wrecking	Beaver
65. Junak's Auto Repair	Beaver
66. Harvey's Auto Body	Beaver
67. Gilarno's	Beaver
68. Sulli's Towing	Beaver
69. Armstrong Auto A.B.	Beaver
70. The Brake Shop	Beaver
71. Stewart's C.C.I.	Beaver
72. Weyand Towing	Beaver
73. Armstrong Autobody	Beaver
74. A-1 towing, Inc.	Beaver
75. Jerry's Cargo Towing Transprot	Beaver
76. Stewart's CCI	Beaver
77. Terry's Service	Allegheny
78. Brook's Towing	Allegheny
79. Ron Gillette, Inc.	Allegheny
80. Vioral's Auto Body	Allegheny
81. Oak's Auto & Truck Service	Allegheny
82. Ferra Automotive Service	Allegheny
83. McGann & Chester	Allegheny

84. MaGill's Auto Service	Allegheny	
85. Bocek's Collision Center	Allegheny	
86. B.T. Truck & Auto	Allegheny	
87. Bastin's Truck Parts	Allegheny	
88. K&B Towing LLC	Allegheny	
89. Biber's Garage	Allegheny	
90. Kochka Towing	Armstrong	
91. Mohny's Towing	Armstrong	
92. Mike's Towing	Armstrong	
93. Reitler's Auto Body	Armstrong	
94. Duncan's Garage	Armstrong	
95. Dean's Auto Repair & Towing, Inc.	Armstrong	
96. Clyde's Towing	Westmorland	
97. Del's Garage	Lawrence	
98. Castle Towing & Recovery	Lawrence	
99. McConnell Towing	Lawrence	
100. Shaffer's Towing	Lawrence	
101. Barry's Towing	Lawrence	
102. Leadbetter Towing	Jefferson	I-80
103. Mark's Auto	Clarion	
104. Fries Towing	Clarion	
105. Bauer Truck Repair	Clarion	I-80
106. Brice Towing	Clearfield	I-80
107. Wally's Auto Service	Washington	
108. Campbell's Towing	Washington	
109. Aikey's Body Shop	Lycoming	
110. Paradise Custom	Lancaster	
111. Null's Towing	Chester	
112. Daryl Fling	Chester	
113. Abel Brothers	Chester	
114. Steve Longo's Towing		
115. Lorie's Auto Service	York	

Crawford County Fire Departments issued a statement on January 19, 2014, wherein they state that they initially remained neutral when the third-party dispatch program was implemented in Crawford County in early December to see how it would work. However, due to extended response times which have doubled they are voicing their concerns for safety and are asking for relief.




<u>Department</u>	<u>County/Service Area</u>
1. Hayfield	Crawford
2. Saegertown VFD	Crawford
3. Randolph	Crawford
4. Townville VFD	Crawford
5. Blooming Valley	Crawford
6. Vernon Central	Crawford
7. Cambridge Springs	Crawford
8. West Mead #2	Crawford

As a result the above Tow Responders not responding to dispatch by AutoReturn and the resulting delays and/or safety risks to volunteer fire fighters, the listed Volunteer Fire Departments have signed a petition giving the PSP and State notice that they will only stay on scene until entrapment, if there is one, is cleared. After which they will return to station. Advance notice is hereby given so arrangements can be made for extra PSP or Penn DOT to do traffic control or incident management.

It is important to note that the Erie County Fire Departments signed the Petition of Protest during the week of January 20, 2014, some 45 days after implementation of the program. This was due to delay in response time.

<u>Department</u>	<u>County/Service Area</u>	
1. Wattsburg Hose Co.	Erie	
2. Perry Hi-Way Hose Co.	Erie	
3. Kearsarge Fire Department	Erie	
4. McKean Hose Co.	Erie	
5. Kuhl Hose Co.	Erie	
6. Brookside Fire Co.	Erie	
7. Harborcreek Fire Dept.	Erie	
8. Northeast Fire Dept.	Erie	
9. Lawrence Park Fire Dept	Erie	
10. Wesleyville Hose Co.	Erie	
11. Belle Valley FD	Erie	
12. Grennfield F.D.	Erie	
13. Stancliff Hose Co.	Erie	
14. Edinboro Fire Dept	Erie	
15. Union City Fire Dept	Erie	
16. Clintonville Volunteer Fire Department	Venango, Mercer	I-80
17. Emlenton Volunteer Fire Department	Venango, Clarion, Butler	I-80

18. Seneca VFD	Venango
19. Cornplanter VFD	Venango
20. Pleasantville VFD	Venango
21. Rouseville VFD	Venango
22. Champmanvill VFD	Venango
23. Polk Fire Rescue	Venango
24. Utica Fire Co.	Venango
25. Sandycreek Township VFD	Venango
26. Rockland VFD	Venango
27. President TWP VFD	Venango
28. Sandycreek Twp. VFD	Venango
29. Reno VFD	Venango
30. Rocky Grove VFD	Venango
31. Pine Twp. Engine Co.	Mercer
32. Jackson Center Volunteer Fire Co.	Mercer
33. Jefferson Twp. Volunteer Fire Co.	Mercer
34. East End Volunteer Fire Co.	Mercer
35. Prospect VFD	Butler
36. Lick Hill VFD	Butler
37. Harmony VFC	Butler
38. Oneida Valley VFD	Butler
39. West Sunbury VFD	Butler
40. Connoquenessing VFC	Butler
41. Sarver VFC	Butler
42. Evans City Area VFD	Butler
43. Manor Twp. Fire Company	Armstrong
44. Kittanning Twp. VFD	Armstrong
45. Rayburn Twp. VFD	Armstrong
46. Ford City VFD	Armstrong
47. Ford Cliff VFD	Armstrong
48. Harrison Hills VFC	Allegheny
49. Rural Ridge VFC	Allegheny
50. Eurekd Fire Reserve	Allegheny
51. Citizens Hose Rescue EMS	Allegheny
52. Summit Hose Company	Allegheny
53. Hilltop Hose Company	Allegheny
54. Independence Twp	Beaver
55. Potter Twp. VFD	Beaver
56. Sloan-Smith Twp. Fire Dept.	Washington
57. Russell Vol. Fire Dept	Warren
58. Scandia Vol. Fire Dept	Warren
59. Cherry Grove Fire Dept	Warren
60. Sheffield VFD	Warren
61. Clarendon VFD	Warren

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- 62. Glade VFD
 - 63. Starbrick VFD
 - 64. Youngsville VFD
 - 65. Sugar Grove VFD
 - 66. North Warren VFD

Warren
Warren
Warren
Warren
Warren

AR'S USES COERCIVE BUSINESS PRACTICES – PSP COMPLICIT

The attached statements, emails and documents illustrate that AutoReturn has misrepresented themselves and used heavy handed tactics to intimidate tow responders and coerce them into signing into their program.

Further, the information also shows the PSP are aware of the tactics and are at a minimum complicit with their actions thereby damaging their reputation.

1. **Warren County tow meeting statement** – this statement is signed by ten tow companies that witnessed the PSP being made aware of AR's coercive tactics and the PSP's actual listening to a recorded voicemail by Ron Perry doing the same to a tow company. Lt Kline listened to the voice mail. The unethical business practices were reported to Lt. Wendt, in charge of the implementation team, by Lt. Kline from the Erie Barracks. Trp. Matiskella, part of the implementation team, was aware of the voice mail and the coercive tactics as stated by the tow operators at the meeting. Subsequently Lt. Wendt and Trp. Matiskella sat in an AR meeting with the PA Tow Association wherein AR denied ever doing the type of activities Lt. Kline heard first hand via voice mail and reported to Lt. Wendt. No follow up or investigation was ever conducted with the tow operators who complained. The PSP are complicit and seemingly condone these tactics thereby damaging their reputation.
2. **Ron Perry, Service manager for AR, email directs tow companies to misrepresents response times** – the Tow Responders received an email from the Baltimore Towing Association. In Baltimore County Ron Perry is the Service Manager. He is also in charge of the implementation in PA. In Baltimore County they report the response times to the Police Department as they do the PSP in PA. In the email Ron Perry directs the tow companies to type in WHILE driving up to scene which is **unsafe and misrepresents response time**. Further, he directs tow companies to report on scene if they arrive at a location specified by AR and the location is wrong - which **misrepresents response time**. This is unethical and self-serving.
3. **Hayden's Garage** – Statement illustrates how AR misstated who was signed as a contractor in their area.

4. **Venango Towing** – Statement illustrates how Ron Perry tried to pass himself off as a retired state trooper from Baltimore to gain creditability.
5. **Leonard's Service** – Statement illustrates how AR misstated who was signed as a contractor in his area.
6. **AR purchased a tow company in Seattle Washington** – AR stated several times in meetings and also in their short-term contract that "AutoReturn does not own, and does not plan to ever own tow trucks." A news article from Seattle Washington dated October 7, 2013, states that AR bought a local tow company so it could bid on the city's pound and towing contract. The purchase of a tow company by AR is a direct threat to the tow companies, especially if they can direct all the tow dispatches to themselves.

Statement

Unethical Business Practices of Auto Return

Dear State Representatives:

We want to make you aware of the unethical business practices that AutoReturn is using to try to coerce tow operators to join their program. The following facts will make it clear that the State Police are aware of these practices and yet allow AR to deny the truth in their presence. To our knowledge these allegations have never been investigated even though they have been reported to Harrisburg by Lt. Wayne Kline, from the Erie State Police Barracks.

On Thursday, February 13, 2014, a meeting was held at Lander Fire Hall, Warren County, PA, wherein numerous tow companies and volunteer fire companies were in attendance. **Three representatives of the PSP were also in attendance.** Trooper Eric Matiskella from Harrisburg, Lt. Wayne Kline from the Erie Barracks, and Cpl. Rick Alekson from the Warren Barracks.

The issue of unethical business practices by AR came up during Trooper Matiskella's presentation and he said the PSP had heard rumor of this but had no confirmation. At the time the tow operators were asked who had been lied to by AR. Every tow operator raised their hands and numerous tow operators gave details. One tow operator, Steve Barnett, had a recorded voice mail from earlier that day from Ron Perry, Director of AR, wherein he was using coercive tactics to try to manipulate the tow operator into signing.

In the voice mail Steve stated Ron Perry told him everybody around him had signed and that if he did not sign he would be out of business. The fact was no tow operator around him had signed. In fact, all the tow operators around Steve Barnett were in attendance and said

they received similar calls saying the others had signed and they better sign or get left out.

Lt. Kline listened to the voice message. Lt. Kline told Trp. Matiskella of the voice mail content and stated that he would report this to his superiors in Harrisburg. In a subsequent conversation Lt. Kline stated he did report to Lt. Wendt from Harrisburg and heard nothing back yet. Trooper Matiskella and Lt. Wendt are part of the Pilot Program implementation team. Trooper Matiskella heard the tow operator statements first hand. This was direct witness testimony. It was not hearsay. The voice recording was direct evidence about AR business practices.

To this date nobody has contacted any of the tow operators to further investigate the above statements or voice recording.

The Pennsylvania Towing Association (PTA) meet with the PSP and AR on March 27, 2104. LT. Wendt and Trooper Eric Matiskella were present. Trooper Matiskella was the same trooper that attended the meeting in Warren and heard the tow operators and where Lt. Kline listened to the voice message. Lt. Wendt was who Lt. Kline reported the Ron Perry voice mail to. In the meeting with the PTA AR denied that they use or used coercive tactics. They specifically said they have never lied to one tow operator about a competitive tow operator signing to coerce him to sign. Trooper Matiskella and Lt. Wendt did not comment even though they knew the above information.

SUMMARY:

AutoReturn uses coercive and unethical business tactics. The PSP know of these unethical business tactics via the above facts. It is totally unreasonable to ask Pennsylvania family owned business to agree to entrust their livelihood to a company that uses unethical

business practices. The PSE hold themselves out to be above reproach in terms of honesty and integrity. Their surrogate AR should be held to the same standard.

The Undersigned hereby witnessed all or part of the above set forth facts.

Hovis Auto Wrecking, Inc.

Venango Towing

Minich's Towing

Koebel's Towing

Rarey's Towing

Johnson's Tires Shop

Thompson's Towing

Dykes Garage

Chase Car Care

Pharmacia Towing

Continental Towing

[Handwritten signatures and names on lines]
 [Signature]
 Thomas D. Dyer
 [Signature]
 Gary Munn
 David W. [Signature]
 [Signature]
 Earl Thompson
 [Signature]
 [Signature]
 [Signature]
 [Signature]

This is the copy of the email

I have been reviewing a daily report and I have noticed that many companies are late by seconds. Please request that you drivers mark themselves onsite when they are within view of the scene. Also, if a driver arrives at the location specified in ARIES and the officer/vehicle is not in sight, have them mark themselves onsite prior to making inquiries about the location or continuing to search the surrounding area.

Ron Perry

Service Manager

AutoReturn

301-468-0542

816-787-0619

301-468-0547 Fax

Hayden's Garage
21133 Ryan Rd
Meadville, PA 16335
(814) 724-3564

January 9, 2014

Dear Governor Corbett, State Representative, and State Senator:

I am drafting this letter as a former Auto Return tow responder. Our family has been in the towing business for over 48 years. We have worked hard over the years to build a good reputation and have served the public and the Pennsylvania State Police with honor and integrity. We have also been a Triple A tow provider for 48 years. We are very familiar with dispatch systems, and as you will see below, their system failed.

In December 2013 the Pennsylvania State Police began the implementation of a third party dispatch program in our county using AutoReturn. Due to our long term relationship with the PSP, we listened to what AutoReturn had to say. We also gave the PSP the benefit of the doubt that they thought this through. Ron Perry from AutoReturn said that if we signed up, we could tow in our normal area. That proved to be untrue. He also named several other tow companies in the county that had signed up. That also proved to be untrue. Things quickly fell apart after that.

On December 17th 2013, shortly before midnight, there was a two car accident at the interchange of State Route 27 and Wayland Rd. This is within five miles of our shop and within our normal tow area as discussed with Ron Perry. We were also the nearest available. We were not dispatched to this accident. Our response time would have been much faster than the tow company that responded.

On December 18th at 5:22 a.m. we got an automated dispatch to go to Rt. 18 and Harmonsburg Rd and do a winch out. This is outside our area and we declined the dispatch. In a little while we got another automated dispatch requesting that we confirm our decline of the dispatch. We declined the dispatch. The accident occurred within a quarter mile of Smitty's Towing and also Borderline Towing. Either one of the companies could have performed the

service within minutes. We were a minimum of 13 miles away. Considering the type of roads and the conditions, we would not have been at the scene in less than 25 to 30 minutes.

Ron Perry from AutoReturn called the next day. He asked why we did not respond to the call, and we informed him that it was out of our area. He then informed us that our area has expanded. Ron Perry stated that they had to call **five** different tow companies before they could get someone to respond out of Kinsman, Ohio. He stated that our 12 miles is a lot closer than their 40 miles.

Obviously their dispatch failed again since they did not use the local towers. It also failed because five tow companies declined to respond to this tow. A lot of companies such as ourselves refuse to tow for AutoReturn. We heard the response time was over two hours which would have been minutes if they had used the local tow companies.

We are a professionally run family owned company that takes pride in our work. We do not want to be associated with a company that is going to get someone hurt. We informed Ron Perry that we have successfully run our business for 48 years and that AutoReturn was not going to tell us how to run it now. We terminated our relationship and will no longer respond to their dispatch.

It is hard to believe that a local Pennsylvania company can be treated so poorly after all these years of service. It is also hard to believe that tow companies like ours mean nothing to the PSP after all these years.

We hope this letter finds someone who cares about the Pennsylvania motorist and Pennsylvania businesses.

Sincerely,

Rose Hayden
Hayden's Garage

VENANGO TOWING AND RECOVERY LLC.

PH. 814-678-3911 FAX. 814-678-1179

(OIL CITY INDUSTRIAL PARK)

~ 2 LOCATIONS ~

(NEXT TO WALMART)

685 COLBERT AVE
P. O. BOX 1462
OIL CITY, PA. 16301

182 REGINA DR.
CRANBERRY, PA. 16319

To whom it may concern:

Venango Towing and Recovery LLC, is a new company that I started in January, 2013 and was built and based on many years of experience that I have acquired by hard work, dedication, and mutual respect from many different law enforcement agency's throughout North West Pennsylvania. I Received a phone call late in October of 2013 by a gentleman that represented himself as a representative from PSP and he stated that my company was referred to him as 1 out of 4 companies in Troop E as highly respected and they stated they needed to get our insight to help PSP get this program up and running and wanted to schedule a appointment for the following week to meet with my company and discuss their pilot program that was going to be implemented in the Troop E area! -

After I agreed to meet with them the following week I took the time to start researching by

1.) going to our local Franklin Barracks and inquiring on what they knew of this program only to find out at the time that our area was selected as a pilot program. but didn't have anything to offer about the program!

2.) I researched the phone # I received the call about the appointment and it came back to Auto Return and based out of California- so I asked myself why would they really be contacting me and referring to them self's as an PSP representative.

3.) Knowing now I had to dig deeper I waited for this meeting for some questions and answers.

4.) The 2 men that came to my Business were Ray Krouse and Ron Perry, Ray is the CFO and Ron being a X State Trooper from Maryland now service manager of Auto Return- both stated again on with how respected I was in Troop E with my Business, but neither would give me a name of who referred me as a rep in Troop E

5.) the 2 were more interested in showing a Video of a system that worked in a metro area and when asked how could it work here in a area with poor cell service the questions always fell to the same answer of- we dont have all our orders from PSP yet so we are unsure!

the above first 5 Statements were enough for me to start a more in-depth research of my own because in the upcoming weeks they were conducting meetings with all towers in the Troop E area and were very pushy on getting a contract signed to join them.

I spent lots of hours in the days ahead researching alot of aspects of what in this program

was being misrepresented as. and I several issues with how this was handled

1.) AR misrepresented themselves as PSP and also flat out lied to me on some questions I asked. I personally felt disrespected!

2.) not once was our local 911, EMA, Volunteer Fire Departments, State Representatives or our local State Police was informed prior to implementation of program on how it was going to effect response or how tow companies were going to get the right information to respond.

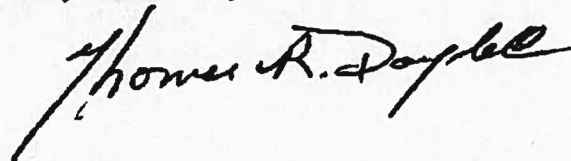
3.) contract was a one sided contract! (the initial contract I received was 29 pages)

4.) Auto Return has NEVER landed a contract for covering a whole State (only big city or county contracts)

5.) it is impossible to think that that this program is going to be better for anyone involved but Auto Return

6.) 911 is by far more superior in dispatching all towing needs in Pennsylvania!

Respectively, Thomas Doyle

A handwritten signature in black ink, reading "Thomas R. Doyle". The signature is written in a cursive style with a large, sweeping initial 'T'.

Leonards Auto and Towing
24340 US Hwy 322
Cochranton, PA 16314
814-425-3887

To Whom it may concern.

In November of 2013 Leonards Auto and Towing (LAS) received a phone call from Ron Perry of AutoReturn stating that a meeting would be held on November the 11th to introduce us to the new Pennsylvania State Police dispatching service that AutoReturn would be handling starting in December of 2013. The day before the meeting LAS received an email of a contract that AutoReturn intended to use for all tow companies that wanted to stay on the PSP dispatching service. LAS reviewed the contract with many concerns and attended the meeting on November 11th to find that the contract we received was now no longer valid because of many changes that they made the day of the meeting. Starting off our experience with AutoReturn and their lack of due diligence in preparing for such a major project that involves multiple peoples safety and livelihood, did not come across as a company that cared for anything other then making money for themselves. Withing the next couple weeks we got a visit from Ron Perry representing AutoReturn to go over how the new dispatch software would work and to get LAS to sign a contract with AutoReturn in order to stay on the PSP towing program. As Ron Perry was showing us the new dispatching software program we came up many issues that they did not have included in the software program, many of which would make it nearly impossible for any towing company to respond to an accident with proper equipment and directions. We brought these issues up to Ron Perry and he stated that he would have to talk to the programmers to see if this info could be included in the program. We have not heard from anyone at AutoReturn to know if the fixes have been incorporated into the program. During this meeting with Ron Perry we started asking questions about the contract we needed to sign in order to stay on the PSP towing program and the only response we could get from him was "You will just have to take my word on it," this is neither a professional nor a response we can accept. We let Ron Perry know at this time we could not sign the contract and needed to have our attorney review the contract and would get back to him after the new year but please keep us in the loop of any changes. In December of 2013 we received a phone call from Ron Perry wanting to know if LAS intended to sign a contract with AutoReturn at which time we told him we have not had enough time review the contract with our attorney and we had told him previously with the weather and holidays it would not be until January of 2014 until we could even consider signing up. His response to this statement was that they already have the Meadville area covered by multiple towing companies which he listed as Browns Towing in Greenville, Goodbands in North East, Rogers in Jamestown, Haydens in Meadville, Geneva Towing in Cochranton, West End in Meadville, Joes in Sandylake, and Shambaughs in Titusville. In our opinion this comment was a threat that we either sign the contract or we will no longer be part of the PSP towing program. This opinion was further validated when we began talking to the towing companies that Ron Perry had listed and found that several towing companies he listed had not signed up, and to this day are still not part of the program. Since the AutoReturn has gone into effect we have not been contacted by AutoReturn to do any towing services for the PSP and have seen first hand how this program has caused many safety issues to the State Troopers, Fire Departments, and general public. There have been two accidents within 1 mile from our garage in the last couple weeks and AutoReturn has dispatched towing companies that did not make it to scene within an hour. This response time puts everyone on scene and the public into an unsafe environment for a long period of time. We have been doing PSP towing services for over 25 years and

can not remember anytime that it has taken LAS over an hour to make it on scene of an accident. LAS takes pride in providing quality equipment and trained employees as part of the towing services. We have worked hard over the years with the public and the PSP providing these services which has allowed us to keep up with training and equipment.

In closing LAS does not feel that AutoReturn has conducted themselves in a professional manner or has earned any credibility as a company that has the best interests of the public, PSP, first responders, or any towing company. This belief has made LAS choose to not become part of the AutoReturn program.

Thank you,
Ron Leonard

LOWERING THE STANDARD BY PSP – HEALTH AND SAFETY RISK

This information establishes that the PSP and AR have lowered the standards that have been in place through regulation FR 6-2, Highway Assistance, to ensure the health and safety of the Motoring Public and First Responders.

1. **Statement from Lt. Wendt** on December 19, 2013 admitting to lowering the standards and specifically stating PSP did not feel a wrecker was necessary for light duty recovery.
2. **Highway Assistance, FR 6-2, 2/9/2001**, setting the standard requirements to be a PSP tow operator specifically stating to qualify for light duty you must have
 - **Established Place of business, regularly open 40 hours week**
 - **Maintains a license to collect sales tax**
 - **Properly titled and registered vehicles, sales tax paid**
 - **Displays name on vehicles**
 - **Appropriate safety equipment**
 - **Maintains proper insurance and Garage Keepers Insurance**
 - **Chargers reasonable and customary fees**
3. **Chevron operation manual** stating light-duty car carriers are **NOT** designed for recovery.
4. **International Institute of Towing and Recovery** study course that sets forth that light duty carriers are **NOT** designed for recovery.
5. **Venango County**
 - **Venango County Tow Responder Statement** – in an effort to turn Venango County, AR attempted to sign three tow companies that did not meet insurance, equipment, or impound requirements. The day before the program was to be turned on all three turned AR down and joined the tow responders. (see attached stmt.)
6. **Mercer County –Double Standard**
 - **Dirt Request** - Major Edward Hoke sent correspondence to PSP station commanders in preparation for hearings requesting dirt on tow companies. Specifically, he requested any information on tow responders that “employ felons to name just a few.” (letter attached)
 - **AR tow company employs a Felon** – an AR tow company that was NEVER on the tow list prior to their program employs a felon that is on Megan’s Law website as Tier 3, and pleaded guilty to Agg.

Ind. Assault – Forcible Compulsion, Unlawful Restraint/Serious Bodily Injury – Simple Assault – Inde Asslt Forcible Compulsion, etc.... It seems funny that we are proudly held to a high standard but to accomplish their goal AR can go take actions that Major Hoke stated were “unethical conduct and practices” such as “employing of felons”. (Info attached)

7. **AR contracts OUT OF STATE TOW COMPANY** – AR has contracted out of state tow companies to tow vehicles in PA in violation of their own regulations and The PA Tow Act and FR 6-2. Once the vehicle leaves the state PA has little to no enforcement rights for the Tow Act or any other PA law.

- **Watson Towing out of Hubbard Ohio** (info attached)
 1. Out of state
 2. Only one HD, two required
 3. No PA sales tax number
- **Kingsville Towing & Repair, from Kingsville, OH.** (info attached)
 1. Out of state
 2. No PA sales tax

8. **Armstrong County/Allegheny County Route 28**

- **Hi-Tech Auto** – Frank Ferra stmt. AR, with or without the knowledge of the PSP has lowered the standard all the way down
 1. **No impound lot – cars in open alley violate FR 6-2, 2.03 G**
 2. **Tuck under GVW requirement – violate FR 6-2, 2.03E**
 3. **No DOT number or phone number on truck – 2.03 A.4./ Title 67 violation**
 4. **DOT filing shows no insurance info - ?FR 6-2 2.03 E.**
 5. **No wrecker seen as required by FR 6-2 – FR 6-2, 2.03E**
(Pictures attached)

Curt Hovis

From: Gwen Null <gwen@nullstowing.com>
Sent: Monday, December 30, 2013 11:10 AM
To: Curt Hovis; Dan Moore; Chris; Julie Koebley
Subject: Fw: facebook/website post

This was put on PTA's website, Tow411 & PTA's facebook page.

Gwen Null
Null's Towing
1003 Gap Newport Pike
Cochranville PA 19330
610-593-5586
www.nullstowing.com

On December 19th the Pennsylvania Towing Association(PTA) met with the Pennsylvania State Police(PSP) and Auto Return(AR). Ron Bressler and Shane Staley represented the PTA. Lt.Wendt, Lt. Krol, and Trooper Matiskella represented PSP. Ray Krouse represented AR. The meeting was held to brief the PTA on the Third Party Towing Pilot Program.

Lt Wendt reiterated that this Pilot program started because PSP wants out of towing. Lt. Krol told us that he reached out to 24 State Representatives, 9 State Senators and the Committee Chairperson for Veterans Affairs & Emergency Preparedness, briefing them on what PSP was doing with the Towing Pilot Program prior to implementation.

The program has begun in PSP Troop E. Troop E is comprised of 6 stations: Erie, Corry, Meadville, Franklin, Warren, and Girard. Erie and Girard stations began the pilot towing program on December 3rd. As of the 19th, PSP and AR were preparing to bring the Corry and Meadville stations into the Pilot. No information was given on rollout dates for the other 2 Troop E stations. Ray Krouse confirmed the towers involved with the Pilot were responding on scene within an average of 26 minutes. Mr. Krouse also told us the AR dispatch system has been running smoothly with no downtime, except for brief system maintenance.

We were told that Troop D will begin the pilot towards the end of January. PSP will be hosting meetings with all towers on January 3 at the Butler County Community College, 107 College Dr, Butler, PA 16002. PSP will be hosting two morning sessions with light and medium duty tow companies and an afternoon session with heavy duty towing companies.

PTA raised concerns from several of our members that PSP is "lowering the bar" for tower qualifications. We brought to their attention reports of towers that previously would not have met PSP qualifications, now towing for AR. We expressed concern for safety of the public when untrained towing operators are utilized. Lt. Wendt indicated that qualification requirements of towers would remain the same as is currently in place with the exception of the requirement that a tower have a roll back and a wrecker. PSP did not feel the wrecker requirement was necessary.

Shane Staley
River Drive Service Center, Inc
4613 North Front Street
Harrisburg, PA 17110
717-233-8891

HIGHWAY ASSISTANCE

2.01 PURPOSE

The purpose of this regulation is to establish policy and procedures governing the provision of assistance to individuals on the highway, and the selection of towing services when a damaged or disabled vehicle must be removed from the highway, thereby ensuring the free, safe, and efficient movement of vehicles.

2.02 POLICY

It is the policy of the Department to provide necessary assistance to individuals in need in a timely, efficient, and safe manner. It is also the policy of the Department not to recommend a towing service.

2.03 DEFINITIONS

For the purpose of this regulation, these phrases shall have the following meaning, unless the context clearly indicates otherwise:

A. **Emergency Towing Service**: A provider of road service; vehicle and cargo recovery; and/or towing of light, medium, or heavy vehicles as defined herein; who operates in accordance with the following requirements:

1. Is regularly open for the conduct of business, receiving of payments due, release of vehicles, etc., a minimum of 40 hours, Monday through Friday, between 7:00 a.m. and 5:00 p.m.
2. Maintains a license to collect sales tax.
3. Uses vehicles to provide service that are properly titled and registered, with the appropriate sales tax paid.
4. Displays business name on vehicles, as required by the Vehicle Code and Title 67.

5. Equips service vehicles with appropriate safety equipment (fire extinguisher, warning devices, etc.), and any other equipment necessary to perform the function; and complies with the Vehicle Code regarding removal of debris.
 6. Maintains liability insurance, ensuring compliance with the Vehicle Code and Federal Motor Carrier Safety Regulations, as appropriate, and garage-keeper's insurance in the amount specified for that classification of towing service.
 7. Charges fees that are reasonable and customary for the service provided in the emergency towing service's geographic area. Fees must be posted for public inspection in the place of business of the emergency towing service.
- B. Established Place of Business: A single location of an emergency towing service, not a subcontractor or substitute service, equipped with the following: business telephone number published and active, secure storage lot, and emergency towing vehicles which comply with the requirements for the class of service, as defined herein. The business shall be directly accessible 24 hours a day, by no more than two telephone numbers. The employment of answering services or devices is not considered as making a business "directly accessible."
- C. Heavy-duty Service: An emergency towing service which possesses the equipment required to perform emergency towing of vehicles weighing in excess of 17,000 pounds including, but not limited to, two heavy duty wreckers. Each required wrecker must have a GVWR of not less than 50,000 pounds and be equipped with a 25-ton winching capability. One wrecker must be equipped with at least a 25,000 pound under-wheel lift. Garage-keeper's insurance in the minimum of \$200,000 must be maintained.
- D. Medium-duty Service: An emergency towing service which possesses the equipment required to perform emergency towing of multiple vehicles, weighing 7,000 pounds respectively, or less, or vehicles weighing between 7,001 and 17,000 pounds. The equipment shall have a GVWR of not less than 22,000 pounds. Garage-keeper's insurance in the minimum of \$150,000 must be maintained.

*AA automated dispatch is like an answer service -- They do not want box of their information. Why should we?

- E. **Light-duty Service:** An emergency towing service which possesses the equipment required to perform emergency towing of vehicles weighing 7,000 pounds or less including, but not limited to, one conventional wrecker with a GVWR of at least 10,000 pounds and one rollback wrecker with a GVWR of at least 11,000 pounds. The conventional wrecker must be equipped with twin, four-ton winches, or greater, and a 6,000 pound, or greater, under-wheel lift. The rollback must be equipped with an 8,000 pound, or greater winch. Garage-keeper's insurance in the minimum amount of \$100,000 must be maintained.
- F. **Recovery Service:** A light-, medium-, or heavy-duty towing service which, by virtue of its specialized equipment, experience and training, is capable of removing vehicles and cargo from unique locations. Examples include, but are not limited to, commercial vehicles that have rolled over or are hanging over a bridge, passenger cars at the bottom of a deep ravine, etc. A recovery service must maintain a minimum of \$250,000 garage-keeper's insurance.
- G. **Secure Storage Lot:** A location or facility capable of being locked and prevents general access to vehicle(s) therein by means of a barrier at least six feet high.

2.04

PROCEDURES

- A. Station Commanders shall establish a local policy addressing the distribution of service calls within the Station's geographic area of responsibility. This policy shall address local conditions and the needs of the Department and motorists. Policy approval by the Troop Commander or designee is required.

NOTE: Quickly restoring the free and safe movement of traffic is essential. Therefore, members shall use their discretionary authority to deny requests for a specific towing service whenever the request will impair the timely restoration of the required traffic movement.

- B. Members on-scene shall provide Communications-Desk Unit personnel with the following information, which shall be forwarded to the emergency towing service contacted for response:

1. All possible information regarding the specific location of the vehicle.
 2. The vehicle's orientation (e.g., on its roof, side, etc.) and surrounding terrain.
 3. The potential gross weight of the vehicle as derived from any of the following: registered gross vehicle weight rating, information from the custodian, bills of lading, experience of the member, etc.
 4. Estimated time before the vehicle(s) can be removed, taking into consideration all of the following factors: extrication of injured parties, collection of evidence, photography, and traffic flow.
- C. Members shall consider the need for a recovery service and make requests to Communications-Desk Unit personnel regarding same. Final determination for the use of a recovery service shall rest with the shift supervisor or, if none, the investigating officer.
- D. Barring an absent towing service, unforeseen, or exigent circumstances, once an emergency towing service has been contacted by personnel of this Department to provide service, only the towing service contacted should be permitted to provide the service for compensation.
- E. For unusual instances requiring highly specialized or very high capacity equipment, a recovery service may hire or lease such equipment to accomplish a specific task.
- F. When emergency towing is required, the Emergency Towing Record, Form SP 6-123 Appendage A, shall be utilized to record attempts and results of securing an emergency towing service.
- G. Members who encounter a stranded individual in need of transportation, travel directions, fuel, motor vehicle repairs, towing, or other general mechanical assistance, shall endeavor to obtain or provide the required assistance in a safe and expeditious manner. Arrangements for individuals in need of assistance should be made prior to the member's departure, unless exigent or other unusual circumstances require the immediate departure of the member from the scene, e.g., hazmat incident, violent felony in progress, etc. If a member is

required to depart the scene prior to arranging for the needed assistance, the member shall then contact Communications-Desk Unit personnel to ensure other assistance is dispatched. In all situations, members shall ensure that individuals requiring assistance are in a safe location prior to their departure. Whenever possible, members shall periodically return to the area to ensure the safety of the individual(s) and verify that the required assistance has been provided. Arranging for transportation or, in exceptional circumstances, providing transportation may be necessary to ensure the safety of the individual(s). Members required to transport the stranded individual(s) shall inform Communications-Desk Unit personnel of their location, destination, starting/ending mileage, and the reason for the transport.

- H. Members who encounter an individual in need of medical, fire, or other emergency assistance shall obtain or provide the appropriate assistance. Appropriate assistance may include rendering first aid, utilizing a fire extinguisher, having an ambulance or fire personnel dispatched to the scene, or directing or transporting an individual to a medical facility. Members shall not depart the location until assistance has arrived or the individual has been taken to a safe location where the necessary assistance can be obtained.

2.05 UNUSUAL CIRCUMSTANCES

Nothing contained in this regulation shall be construed as prohibiting members from exercising good judgment and utilizing all available resources necessary to preserve life, when unusual circumstances exist. Members should be prepared to articulate the unusual circumstances that gave rise to deviation from this regulation.

2.06 APPLICATION PROCEDURE FOR TOWING SERVICE

- A. Towing services interested in receiving service calls from the Pennsylvania State Police must make application to each installation from which it wishes to receive such calls. The application, and Fee Schedule, can be found in Appendage B.
- B. Towing services must have an established place of business and a secure storage lot, as defined in this regulation.

- C. Towing services shall indicate on the application all services it intends to provide: Heavy Duty, Medium Duty, Light Duty, or Recovery Service. The service shall be equipped for the service it intends to provide, as described in this regulation.
- D. Towing services shall advise the Department of its fees in accordance with the Fee Schedule, Appendage B.

2.07

SUSPENSION OF TOWING SERVICE(S)

- A. The Patrol Section Commander/Operations Officer, with the concurrence of the Troop Commander, shall be authorized to suspend a towing service from contact by the Department. Such suspension shall not exceed three years.
- B. Notice of the suspension shall be sent to the established place of business of the towing service and to all Department locations likely to be affected.
- C. The following are considered to be valid reasons for the suspension of a towing service:
 - 1. Three instances of inability to respond due to circumstances within their control during any six-month period.
 - 2. Failure to maintain the standards for towing services set forth in this regulation.
 - 3. The commission of an act by an owner or manager of a towing service involving dishonesty or corruption, when the act directly or indirectly affects the health, welfare, or safety of others. If the act constitutes a crime, conviction thereof in a criminal proceeding is not a necessary condition precedent to the suspension.
 - 4. Furnishing false information on the Application to Provide Emergency Towing Services, Form SP 6-151 (Appendage B).
 - 5. Overcharging for services rendered, as determined in conjunction with the Fee Schedule filed with the Application to Provide Emergency Towing Services or the institution of fees not listed on the Fee Schedule.

- 6. Repeated conduct of a nature which, by means of the relationship the service has with the Department, tends to demean the public image of the Department.
- D. A towing service that has been suspended must take appropriate remedial action before it will become eligible to receive service calls at the end of its suspension.
- E. When an employe of a towing service has been convicted of a misdemeanor or felony, the Patrol Section Commander/ Operations Officer, with the concurrence of the Troop Commander, reserves the right to indefinitely suspend that employe from responding to the Department's request for services.

CHEVRON

**INSTALLATION
OPERATION
MAINTENANCE
PARTS**

7320 W. Market Street
Mercer, PA 16137

Section III - OPERATING INSTRUCTIONS CARRIER

3.5 WINCH CONTROL

The winch has two controls. One control is for free spooling the cable on the winch drum. The other controls the direction that the cable travels. The winch is capable of holding its position when hydraulic power is not being activated. The hydraulic winch is to be used only for loading and unloading the carrier bed. Its design does not allow it to be used in the type of recovery work that is usually performed by wreckers.

The following practices should be maintained when using the winch cable:

- **DO NOT** use winch for side pulling. Always make sure carrier is in line with the vehicle or object being loaded.
- **DO NOT** attach the cable hook to the object being loaded. Attach the cable hook to a hook-up chain or sling suitable for the object being loaded. This enables the cable to pull from the load center and help even spooling of the cable on the winch drum.
- **DO NOT** wrap the cable around an object as this tends to fray or kink the cable.
- Maintain an even cable wrap on the winch drum and also observe that the cable does not climb up the side of the winch drum when in use.
- Continually observe the cable condition for kinks, frays, or a build-up of rust. Should any of these conditions be noticed, replace the cable assembly.
- **DO NOT** exceed the cable working load limit of 3,500 lbs. for a 3/8 cable.
- A minimum of 5 wraps of cable around the drum barrel is necessary to hold the load.



WARNING

When using the free spool control, it is important to make sure that the drum clutch is reengaged and fully seated before winching. If not fully engaged, it may pop out and allow winch to free spool allowing load to reverse and possibly cause serious injury. Jog the winch hydraulically between forward and reverse if necessary to fully engage the clutch.

International
IITR **Self-Study Course**
Institute of Towing
& Recovery

Towing and Recovery with Light-Duty Equipment



Heavy-Duty Tow Trucks

Heavy-duty tow trucks (Figure 18) are designed to tow and recover large busses, large trucks and tractor-trailer rigs. They have a GVWR from 33,000 to 62,000 pounds and a lifting capacity of up to 55,000 pounds. The tow-truck body is usually 96 inches wide. The CA ranges from 126 to 160 inches. Trucks that use tandem rear axles use a different measurement call the cab-to-bogie (CB) distance. The CB distance is measured from the rear of the cab to a centerline between the two rear axles. Typical CB measurements are from 156 to 160 inches.

Heavy-Duty Tow Trucks

- ✓ Large buses and trucks, tractor-trailer rigs
- ✓ 48,000-62,000 GVWR
- ✓ Lifting capacity up to 55,000 pounds
- ✓ Recovery rating up to 50 tons
- ✓ Air brakes and air supply to towed vehicle
- ✓ Tow-truck body is usually 96 inches wide
- ✓ Cab-to-bogie (CB) - 156-160 inches
- ✓ CA - 126-160 inches



Figure 18

Car Carrier Classification

The following section describes general car carrier classifications as light, medium and heavy duty. These are general descriptions only. The actual classification of a car carrier is usually based on its Gross Vehicle Weight Rating (GVWR) and will vary from state to state, based on state regulations. Be sure you know the regulations for the state in which you work.

Light-Duty Car Carriers

Light-duty car carriers (Figure 19) are designed to transport passenger cars, pick-up trucks and small vans. They are **not** designed for recovery work. Most car carriers are equipped with a wheel lift, so carriers have the unique ability to transport two vehicles at the same time. However, it is very easy to overload a carrier when one vehicle is

Light-Duty Car Carriers

- ✓ Passenger cars, pick-up trucks, small vans
- ✓ 15,000-26,000 pound GVWR
- ✓ Steel or aluminum carrier bed
- ✓ Bed capacity - 10,000 lbs.
- ✓ Wheel lift rating - 3,500 lbs.
- ✓ Bed length - 19-23 feet
- ✓ Bed width - 96-102 inches
- ✓ CA - 120-156 inches

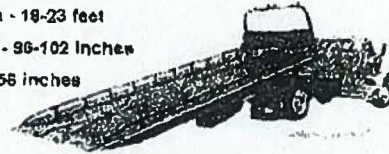


Figure 19

transported on the carrier deck and another vehicle is towed on the wheel lift. The GVWR of light-duty car carriers ranges from 15,000 to 26,000 pounds. Many tow companies specify carriers with a GVWR of 18,000 to 26,000 pounds, so they can transport a greater variety of vehicles without overloading. The CA of most light-duty car carriers is 120-156 inches.

Light-duty carrier beds are made of steel or aluminum. They are typically 19-23 feet long and 96-102 inches wide. The inside dimension (ID) of the carrier bed, the width between the bed rails, is typically 96-100 inches. Most light-duty carrier beds have a weight bearing capacity of 8000-10,000 pounds. However, the truck chassis usually determines the amount of weight the truck can transport.

Medium and Heavy-Duty Carriers

Medium- and heavy-duty carriers come in a wide variety of sizes, bed lengths and GVWRs. They can transport larger trucks and construction equipment, as well as other cargo. GVWRs as high as 40,000 pounds are not uncommon. Medium- and heavy-duty carrier beds may be as long as 28 feet and have a weight capacity as high as 30,000 pounds. Bed width is 96-102 inches. These large transporters use single or tandem (dual) rear axles. The CA distance ranges from 120 to 219 inches. Typical CB distance is from 128 to 201 inches.

Intended Use and General Description

Light-duty car carriers are designed to transport passenger cars, light trucks and small vans (Figure 2). Most carriers can transport one vehicle on the carrier bed, or deck, while towing another vehicle on a wheel lift. When properly equipped, carriers can be used to transport machinery, equipment and other loads. The one job carriers are NOT designed for is recovery. Car carriers do not have the heavy structure and booms to safely pull heavy loads with the winch. The winch and wire rope on a carrier are used only to load and unload vehicles from the carrier deck.

Passenger cars, light trucks, and small vans
Equipment and other loads when properly secured
NOT designed for recovery work

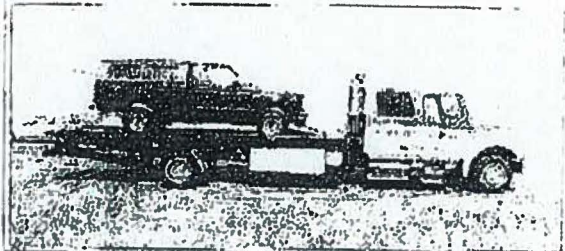


Figure 2

As mandated by federal DOT regulations (FMCSR 393.106), a car carrier must be equipped with a suitable headerboard to transport cargo other than passenger vehicles (Figure 3). The headerboard protects the driver if the cargo breaks free in an accident. Headerboards that come standard on most carriers are *not* suitable for hauling cargo. However, most carrier-bed manufacturers offer "approved" headerboards as an option.

Headerboard required to transport cargo

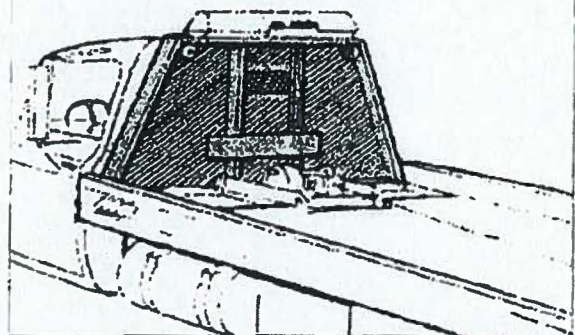


Figure 3

Most car carriers are equipped with steel or aluminum beds from 19 to 23 feet long (Figure 4). The bed slides rearward and tilts, so the rear edge of the bed rests on the ground for vehicle loading. Some carrier models hinge the rear-most third of the bed, so there is less of an angle between the bed and the ground when the bed is tilted for loading. The shallower angle makes it easier to load vehicles with low ground clearance.

Steel or aluminum beds, 19-23 feet long
Roll and tilt for loading and unloading
Many equipped with wheel lifts

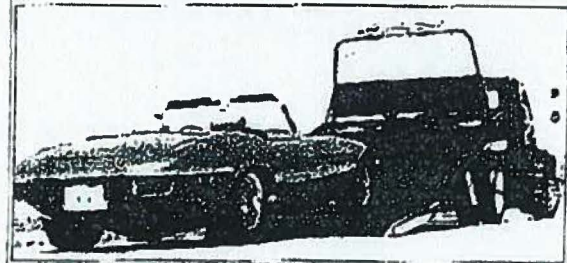


Figure 4

Venango

"Might Makes Right" – who cares about health and safety

To whom it may concern:

As a whole the tow companies in Venango County have decided not to participate in the "Pilot Program" for third-party dispatch for numerous reasons that include health and safety, creditability, and contractual issues to name a few. This issue goes to health and safety and creditability.

On Monday, March 10th, 2014, the PSP and AR intended to go live in Venango County with their third-party dispatch program. They specifically targeted three tow operators in southern Venango County to be AR tow responders. The tow companies are B&M Towing, Snyder Brothers and Bert's Auto Repair. All three are hardworking family owned Pennsylvania Businesses.

We invited them to attend a Venango County tow meeting on the Friday, March 7, 2014. This is the Friday before they were supposed to be AR tow responders in Venango County. After the meeting they all decided to join the tow responders and not participate in the "Pilot Program." As a result the Pilot Program was not launched.

In discussion with the three companies we discovered that none of them qualified under the FR 6-2 guidelines for numerous reasons. Lt. Wendt stated the only change lowered standard would be the requirement for the wrecker on the light duty side, tilt bed only equipment was sufficient. That was obviously not the case here. The tow companies did not meet the requirements as follows:

1. Snyder Brothers -
 - Did not meet insurance requirements
 - Did not have pound
 - Only had tilt bed
2. Bert's Auto Repair –
 - Did not meet the insurance requirements
 - Did not have a pound
 - Only had twin line wrecker
3. B&M Towing –
 - Did not meet the insurance requirements
 - Did not have pound

This is an example of the exact reasons why we oppose this program. There is a total disregard for any and all rules provided it meets the goals of the PSP. The total disregard for health and safety with automated dispatch and delays is only compounded when the PSP disregard their own standards that they set for the safety standards for tow requirements. Just because it is a pilot program is it safe to waive equipment and insurance requirements?

IN DISCUSSION WITH OTHER TOW OPERATORS THE SAME THING IS OCCURING IN OTHER AREAS. THEY ARE EVEN CONTRACTING WITH OUT OF STATE TOW OPERATORS WHO FAIL ALMOST EVERY STANDARD. THE OLD SAYING "MIGHT MAKES RIGHT" SHOULD NOT APPLY IN PA WHEN LIVES ARE ON THE LINE.

Venango County Tow Operators

MERCER COUNTY

Representatives Stephen Barrar and Richard Stevenson of the PA House Veterans Affairs & Emergency Preparedness Committee have scheduled a public hearing to discuss PSP's pilot towing project on May 14th at 0930 hours at the Capitol. In preparation for the hearing LTC Bivens has tasked the BOP with gathering information from the field of real world incidents which can be used to demonstrate some of the unethical conduct and practices we as an agency have seen perpetrated by the towing industry toward the public. Examples of such intentional conduct could include overcharging, charging for services which were not rendered, duplicate billing by one tow company assisting another, exorbitant storage fees, withholding the personal possessions from a wrecked vehicle and the employing of felons to name just a few. Undoubtedly there are an untold number of horror stories among the ranks however the Colonel is looking for a few of our guys who have sufficient knowledge of the details from such an incident and could testify before the committee. He is also interested and would like to find a few motorists who were subjected to the unscrupulous tactics of a tower who would be willing to appear as well. Please task your Troop, Patrol and Station Commanders to poll their people for this information. I would ask your assistance to review and select the best one or two stories (and the people to present them) from your respective area commands and provide them to me by Wednesday, April 16th. Hopefully this hearing will provide the Department with the opportunity to publicly present some of what we know of the greed driven practices of this unregulated industry to the committee members. The towing community has done a good job of portraying themselves as reputable businessmen just trying to earn a living, which I will agree, some are, however PSP also has the unique perspective to see the side of this industry which often times attempts to take advantage of crash victims.

Major Edward C. Hoke | Director
Pennsylvania State Police | Bureau of Patrol
1800 Elmerton Avenue, Harrisburg PA 17110
Phone: 717-783-5517 | Fax: 717-346-9796
www.psp.state.pa.us

⊗ Note: Major Hoke states employ of a felon is unethical conduct or practice. However, AA signed a tow company in Mercer County who was never a PSP provider that employs a felon.

DOUBLE STANDARD!



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Klaas Kids Foundation

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Photographs

**MICHAEL EDWARD BROWN**

Offender Type :

Tier 3

Registration Start Date :

04/21/09

Last Updated Date :

04/17/14

Primary Offense :

3125 - AGGRAVATED INDECENT ASSAULT

This man is brother of
Joe Brown who owns
Brown's towing. He
works there

[Return to Search Results](#)[View Report](#)[Submit a Tip](#)[Track this Offender](#)[What's this?](#)

NOTE: The address information posted on this page is the latest information reported by the offender. If you have information regarding the whereabouts of this offender, please report it using the "Submit a Tip" button above.

Residential Address**Address:**[Map](#)**Primary Address**
3 UNION ST
GREENVILLE PA 16125**Municipality:**
County:GREENVILLE BORO
MERCER**Employment Address****Address:**[Map](#)1 GREENVILLE SHEAKLEYVILLE RD
GREENVILLE PA 16125**Municipality:**
County:HEMPFIELD TWP
MERCER**General Work
Area:**

SAME AS ADDRESS REPORTED

School Address

No School Data Found.

Under Pennsylvania law, you are only entitled to the listed information of this offender. Every effort is made to provide accurate, up-to-date information at all times; however, please be advised that slight delays may occur from the time the offender reports any updated information to the actual posting of this information on the website to allow for administrative processing by the Megan's Law Section staff. If you believe the listed information is in error, you may contact the Megan's Law Section via the "Submit a Tip" button above, or by toll-free telephone at 1-866-771-3170.

THE INFORMATION PROVIDED ON THIS SITE IS INTENDED FOR COMMUNITY SAFETY PURPOSES ONLY AND SHOULD NOT BE USED TO THREATEN, INTIMIDATE, OR HARASS. MISUSE OF THIS INFORMATION MAY RESULT IN CRIMINAL PROSECUTION.

Browns Towing & Repair Inc (U-Haul Neighborhood Dealer)

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Address

1 Sheakleyville Greenville
Greenville, PA 16125
(417) 373-2050

[Driving directions](#)

Standard Hours

Mon-Fri: 9 am - 5 pm
Sat-Sun: 9 am - 1 pm

[Special Operating Hours](#)

24 hour dropoff

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Pick up date

Select



Pick up location

Zip code, city or state

Zip/postal code or city, state/province

Drop off location Optional

Zip code, city or state

Zip/postal code or city, state/province

[Get rates](#)





Crawford County Court of Common Pleas Court Summary

Brown, Michael Edward
Greenville, PA 16125
Aliases:
Michael Edward Brown

DOB: 12/26/1974

Sex: Male
Eyes: Blue
Hair: Brown
Race: Caucasian

Active

Mercer

CP-43-CR-0001383-2006

Proc Status: Warrant Vacated

DC No:

OTN:K4594870

Arrest Dt: 08/11/2006

Trial Dt:

Legacy No:

Last Action: Non-Compliance

Last Action Date: 02/18/2010

Last Action Room: Courtroom 2 - The Honora

Next Action:

Next Action Date:

Next Action Room:

Disp Date: 08/17/2006

Disp Judge: Fagley, William L.

<u>Seq No</u>	<u>Statute</u>
1	18 § 5121
2	18 § 5503

<u>Grade</u>	<u>Description</u>
M2	Escape
M3	Disorder Conduct Hazardous/Physi Off

<u>Disposition</u>
Withdrawn
Guilty Plea (Lower Court)

Closed

Crawford

CP-20-CR-0000205-2006

Proc Status: Sentenced/Penalty Imposed

DC No:

OTN:K0304135

Arrest Dt: 02/09/2006

Disp Date: 09/07/2006

Disp Judge: Vardaro, Anthony J.

Def Atty: Draudt, Robert - (PR)

<u>Seq No</u>	<u>Statute</u>	<u>Sentence Dt.</u>	<u>Sentence Type</u>
1	18 § 3125	12/07/2006	Confinement
2	18 § 2902		
3	18 § 2701		
4	18 § 3126		
5	18 § 3503		
6	18 § 2709		

<u>Grade</u>	<u>Description</u>	<u>Disposition</u>
F2	Agg. Ind. Assault - Forcible Compulsion	Guilty Plea
Other		Min: 30 Month(s) Max: 120 Month(s)
M1	Unlawful Restraint/ Serious Bodily Injury	Nolle Prossed
M2	Simple Assault	Nolle Prossed
M2	Ind Asslt Forcible Compulsion	Nolle Prossed
F3	Crim Tres-Enter Structure	Nolle Prossed
S	Harassment - Subject Other to Physical Contact	Nolle Prossed

CP-20-CR-0000208-2006

Proc Status: Sentenced/Penalty Imposed

DC No:

OTN:K0303995

Arrest Dt: 02/09/2006

Disp Date: 09/07/2006

Disp Judge: Vardaro, Anthony J.

Def Atty: Draudt, Robert - (PR)

<u>Seq No</u>	<u>Statute</u>	<u>Sentence Dt.</u>	<u>Sentence Type</u>
1	18 § 3502		
2	18 § 903		
3	18 § 3503	12/07/2006	Probation

<u>Grade</u>	<u>Description</u>	<u>Disposition</u>
F1	Burglary	Nolle Prossed
F1	Criminal Conspiracy Engaging - Burglary	Nolle Prossed
F3	Crim Tres-Enter Structure	Guilty Plea
Other		Max: 2 Year(s)

CPCMS 3541

1

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Please note that if the offense disposition information is blank, this only means that there is not a "final disposition" recorded in the Common Pleas Criminal Court Case Management System for this offense. In such an instance, you must view the public web docket sheet of the case wherein the offense is charged in order to determine what the most up-to-date disposition information is for the offense.



Crawford County Court of Common Pleas Court Summary

Brown, Michael Edward
Greenville, PA 16125
Aliases:
Michael Edward Brown

DOB: 12/26/1974

Sex: Male
Eyes: Blue
Hair: Brown
Race: Caucasian

Active

Mercer

CP-43-CR-0001383-2006

Proc Status: Warrant Vacated

DC No:

OTN:K4594870

Arrest Dt: 08/11/2006

Trial Dt:

Legacy No:

Last Action: Non-Compliance

Last Action Date: 02/18/2010

Last Action Room: Courtroom 2 - The Honora

Next Action:

Next Action Date:

Next Action Room:

Disp Date: 08/17/2006

Disp Judge: Fagley, William L.

Seq No	Statute
1	18 § 5121
2	18 § 5503

Grade	Description
M2	Escape
M3	Disorder Conduct Hazardous/Physi Off

Disposition
Withdrawn
Guilty Plea (Lower Court)

Closed

Crawford

CP-20-CR-0000206-2006

Proc Status: Sentenced/Penalty Imposed

DC No:

OTN:K0304135

Arrest Dt: 02/09/2006

Disp Date: 09/07/2006

Disp Judge: Vardaro, Anthony J.

Def Atty: Draudt, Robert - (PR)

Seq No	Statute	Sentence Dt.	Sentence Type
1	18 § 3125	12/07/2006	Confinement
2	18 § 2902		
3	18 § 2701		
4	18 § 3126		
5	18 § 3503		
6	18 § 2709		

Grade	Description	Disposition
F2	Agg. Ind. Assault - Forcible Compulsion	Guilty Plea
Other	Min: 30 Month(s) Max: 120 Month(s)	
M1	Unlawful Restraint/ Serious Bodily Injury	Nolle Prossed
M2	Simple Assault	Nolle Prossed
M2	Ind Asslt Forcible Compulsion	Nolle Prossed
F3	Crim Tres-Enter Structure	Nolle Prossed
S	Harassment - Subject Other to Physical Contact	Nolle Prossed

CP-20-CR-0000208-2006

Proc Status: Sentenced/Penalty Imposed

DC No:

OTN:K0303995

Arrest Dt: 02/09/2006

Disp Date: 09/07/2006

Disp Judge: Vardaro, Anthony J.

Def Atty: Draudt, Robert - (PR)

Seq No	Statute	Sentence Dt.	Sentence Type
1	18 § 3502		
2	18 § 903		
3	18 § 3503	12/07/2006	Probation

Grade	Description	Disposition
F1	Burglary	Nolle Prossed
F1	Criminal Conspiracy Engaging - Burglary	Nolle Prossed
F3	Crim Tres-Enter Structure	Guilty Plea
Other	Max: 2 Year(s)	

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MERCER

WATSON'S
TOWING
Since 1945

Phone: 330-534-9905

5700 Youngstown-Hubbard Rd

Hubbard, OH 44425

email: service@watsonstowinginc.com



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Watson's Towing Equipment & Services

We use only the finest, most reliable tow trucks and equipment!

Watson's Towing offers Heavy to light duty towing, recovery and flatbed services 24 hours a day, 7 days a week. We also provide excellent 24/7 roadside service for cars and trucks. Are you stopped at the scale house and unable to leave without repair? We'll come to you. We also provide load shifts and transfers.

In the event of an accident or roadway blockage, we have a full line of professional, traffic control equipment such as signs, lights, cones, etc.

Our service area includes, but is not limited to Trumbull and Mahoning Counties in Ohio and Mercer County Pennsylvania. Watson's Towing is strategically located on the Ohio / Pennsylvania State line and a licensed towing company in both states.



Office Staff Christina, Annie, Pat and Jennifer

Select thumbnail images below to view larger photos of our Towing Equipment.



Our Crew of Wreckers

WatsonsTowingInc.com



We accept all major credit cards!



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Curt Hovis

ARMSTRONG COUNTY

From: frank ferra <frankferra@verizon.net>
Sent: Thursday, April 24, 2014 10:16 AM
To: curthovis@hovisauto.com
Subject: Fwd: Rt 28 email to Kittanning PSP

Frank J. Ferra
Ferra's Automotive Services Inc.
www.ferrasauto.com

----- Original Message -----

From: frank ferra
Date: Apr 22, 2014 2:23:26 PM
Subject: Rt 28
To: chrobbins@state.pa.us

Greetings

As you are aware we, as most towers who serviced the rt 28 area have refused to sign up with The Auto Return 3rd party dispatch program. We regrettably are not receiving dispatches any longer but I want you to feel free to call on me or my company for any assistance that we may provide , even if it is only for advice.

I would like to bring to your attention the fact that the current provide possibly does not meet PSP requirements by Not having his trucks lettered with company name address and phone number, Does not have a DOT number , Does not have a Fee schedule posted at the business, Does not have a SECURED storage area, and is not a licensed Salvor . Not to mention the inexperience of just getting into towing as a side business and having no training credentials should also be a concern.

I hope you understand and respect our position to this situation . Everyone at Ferra's hold all of you at the Kittanning barracks in the highest regard.

Frank J. Ferra
Ferra's Automotive Services Inc.
www.ferrasauto.com

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2014.0.4570 / Virus Database: 3920/7388 - Release Date: 04/24/14

AR Tow Operator

• Hi-Tech Auto
Freepart Rd
Blawnox 15238
owner Mike Liberto







4. **Ron Perry Email, 4/28/14 – ETA issue** – Email illustrates that the PSP have to ask California regularly for ETA on AR tow responders. Then California must call tow responder and ask for an ETA, who is most likely driving thereby creating an unsafe condition. Then California has to communicate the PCO would simply ask for an ETA when a verbal dispatch was given. This is confirmed by the anonymous PCO statements attached.
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6. **KITTANNING BARRACKS ARMSTRONG COUNTY / ALLEGHENY COUNTY** – The Kittanning PSP Barracks services Armstrong County part of Allegheny County south on State Route 28 to about the Etna Exit by the Highland Park Bridge. The Kittanning Barracks had about 25 approved tow companies that meet the PSP standards prior to Program implementation. After implementation on March 31, 2014 they had 6 for the serviced area. Only two tow companies were prior PSP tow responders. This results in less resource capacity and therefore more risk to health and safety to all. Route 28 use to be served by 8 companies and in winter was barely sufficient. Now served by four operators one of which only has a tilt bed which is not sufficient for recovery. (please see attached county map) **There have been wait times in excess of 3 (three) hours for the AR tow responder to arrive.**
 - **Various Dates - Please see the attached response time by AR tow operators**. The information substantiates AR dispatch failure due to extended response times of up to 3 hours.

- **3/28/14 – PUBLIC COMPLAINT – AR FAILED TO PROVIDE THE PUBLIC SERVICE AS PSP STATED THEY WOULD WHICH ONE OF THE JUSTIFYING REASONS FOR THE PROGRAM-** Kathy Newquist – stated her son was towed by AR tow Responder, Graff Towing. In a phone interview by Tow Responder Kathy stated she was 2 hours away from son. She stated that they were quoted \$300.00, then \$350.00, then \$435.00 and then finally \$455.00. She was told AR controlled the price. Her son did not have the money, her first attempt to pay over the phone via debit card failed. She subsequently put more money in the account but Graff refused to use her debit card and insisted her son pay with CASH only.

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9. **Mercer County** – Mercer County had 12 PSP tow responders that meet requirements prior to the new program implementation. As of April 28, 2014, there are three. One is out of state, Watson's Towing, One was a PSP tower operator, Lowery Towing, and one never towed for PSP before, Brown's Towing. Please see attached county map.

- **4/16/14 – between 1 and ½ to 2 hour response time.** Mercer PSP call Leonard's Towing, a non-AR tow company, from Crawford County to respond to accident in Greenville PA 21 miles away. Upon arrival there were two state trucks with four Penn DOT employees and one Trooper on scene directing traffic. Fire left due to the delay. AR tow companies not available. (please see attached stmt) According to PCO stmts on protocol the failed AR response was not used in AR averages since an AR tow operator did not complete the tow.
- **4/18/14 – out of state tow company** - medical emergency, tractor trailer, 8:00 am, exit 15, AR tow company from of Youngstown Ohio called to PA from at least 22 miles away. (within two miles of PSP listed tow operator in operation for 62 years and in good standing) This apparently violates the Pennsylvania Towing and Storage Act which requires the tow operator's vehicle be registered with Penn DOT etc... (please see attached stmt.)
- **4/21/14 – 1 ½ hour response time.** occurred on state route 19 at Tait Road, AR tow responder from Farrell, 30 minutes away minimum was dispatched and took over 1 ½ hours to respond. (please see attached stmt.)

- **4/26/14 – Extended response time – no AR tow responder available** – Leonard's Towing from Meadville, Crawford County, a Non- AR tow responder, was called to Mercer County at the county line and black rd. for a gold caddy. No AR tow responder would respond. According to PCO stmts on protocol the failed AR response was not used in AR averages since an AR tow operator did not complete the tow.
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- **4/28/14 – Jamestown VFD – Chief Mike Cadman** - Located in Mercer County at county line with Crawford County. The Chief states that he strongly opposes the new dispatch program. His firefighters have had to wait in Crawford County over two hours for tow trucks and it is unacceptable. Normal wait was no more than 30 minutes. He states they are unpaid volunteers and will no longer stay on scene. He welcomes calls or emails. (please see attached stmt,)
- **Crawford County Fire Department Statement** – Illustrates that the third-party dispatch is increasing response time by tow responders and thereby risk of injury. (please see attached stmt.)
- **West End Auto** – Shawn Beck was interviewed and stated AR process and response reason for delays not the tow companies that are responding in their areas. Said AR costs 20 – 25 minute delay just calling a tow company and verified at Barracks timing a dispatch to himself. He also stated he questioned the honesty of AR due to the circumstances of his signing. (please see attached interview notes)

- **Leonard's Towing – Failed AR dispatch – Barracks go around -**
Leonard's Towing is not an AR tow operator, he has been called for 60 customer requests non AAA related. The barracks uses customer requests to bypass the failed third-party dispatch program.
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- **4/20/14 – 1 hour plus delay - Eater Sunday, 6:00 p.m. –** Hayden's garage, a former AR tow responder and a long term PSP tow responder, got called to accident by PSP because no AR tow responder in the area would respond. Instead, AR asked if, after already waiting 40 minutes, an AR tow responder out of ERIE with an additional ETA of over an hour would be ok. PSP said no and went with traditional dependable tow responder – Hayden. Once again based upon PCO stmts., even though the AR dispatch failed, costing valuable time and delays, the response time delays were not figured into AR averages. Seems they only want to count the good ones.
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- **AR tow responder stmt – issues with the program – Eddie's**
Collectible's is a criteria PSP tow operator that currently tows for AR. He signed up because he thought it was right thing to do. He believes the program has serious flaws as listed
 1. **Safety**
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- **Fifteen Erie County Volunteer Fire Departments signed a petition the week of January 20, 2014 –** this petition was signed 45 days into what the PSP claims is a successful launch in Erie County. This further illustrates the same thing the Crawford County fire department's statement sets forth which is the response time is longer and putting the first responders and public at risk.
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DISPATCH FAILURE / SERVICE FAILURE

This section clearly illustrates that the AR dispatch system is increasing response time, failing to serve the public, and putting health and safety at risk.

1. These are the averages of thirty consecutive AR dispatches from a PSP barracks in the PA Pilot area.

It took 50 minutes 22 seconds under the new system for a tow company to arrive on scene vs. 23 minutes under the old system – AN INCREASE OF 27 MINUTES 22 SECONDS!

The information was provided anonymously from an unknown source. There was a letter with the information that asked if it could be used in a confidential way. The source stated that the information was a consecutive sample of 30 AR dispatches. The Source stated that the sample is typical. The letter stated that pre-AR program ETA was 15-20 minutes. The source stated that the the ETA has more than doubled. This information has been provided to a proper authority and has been reviewed to verify the calculated averages are accurate.

The amount of issues that occurred within the 30 dispatches is amazing when you consider what they would be with 240,000 state wide. They system relies on technology that is regularly plagued with phone issues, slow downs, and communication problems.

2. PSP, Lt. Gerhard Wendt Letter, dated Dec. 30, 2013 - Lt. Wendt stated in response to a Fire Chief's letter of concern for the program that PSP would not turn AR on unless PSP confident adequate towing coverage was available within a station. Obviously, based upon lack of tow operators participating, the extended response times, and complaints and Statements by Fire Departments there is not sufficient coverage and the system does not work. (Initial chief letter attached)

3. PCO anonymous statements – a couple PCO's from PSP Barracks in the Pilot area have contacted the Tow Responders and provided information about their concerns with the system. The information illustrates how the system is more burdensome and time consuming causing risk to health and safety. The information shows how AR does not count failed dispatch on their response time reports. **If they do not count failed dispatches how can you trust their stated response times to be complete and accurate?**

4. **Ron Perry Email, 4/28/14 – ETA issue** – Email illustrates that the PSP have to ask California regularly for ETA on AR tow responders. Then California must call tow responder and ask for an ETA, who is most likely driving thereby creating an unsafe condition. Then California has to communicate the PCO would simply ask for an ETA when a verbal dispatch was given. This is confirmed by the anonymous PCO statements attached.
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SUMMARY OF 30 CONSECUTIVE AR DISPATCHES

I. Live dispatch

Under the old system it took the trooper **2 minutes** on scene to analyze scene and call PCO for wrecker. It took the PCO **1 minutes** to pick up phone and call a tow truck and write in the incident book. (source: State Troopers / PCO's)

It takes a total of 3 minutes for a tow truck to accept a dispatch from when the Trooper arrives on scene.

It takes the tow truck **15 - 20 minutes** to arrive on scene after accepting the dispatch. (source State Troopers / PCO's)

Total time on scene for Trooper until the tow truck arrives was 23 minutes. (used the high normal from source)

II. Third Party – AR dispatch

Under the new system the trooper spends **3 minutes** (State Troopers) on scene to analyze scene and gather additional information needed. It takes the PCO **7 minutes** (PCO stmts) to receive the information, pull down the program, type the information, and send the dispatch request. It takes AR **3 minutes 10 seconds** (AR Records) to receive and send a dispatch. It takes the tow company **3 minutes 48 seconds** (AR Records) to accept the job.

It takes a total of 16 minutes 58 seconds for a tow truck to accept a dispatch under the AR program from when the Trooper arrives on scene!

It takes the tow truck under the new system **33 minutes 24 seconds** (AR Records) to arrive on scene after accepting dispatch.

Total time on scene for the Trooper until the tow truck arrives was 50 minutes 22 seconds.

SUMMARY

1. It takes 16 min 58 seconds under the new system for a tow company to be dispatched vs. 3 minutes under the old system – AN INCREASE OF 13 MIN. 58 SECONDS!!!!

2. It takes 50 min. 22 seconds under the new system for a tow company to arrive on scene vs. 23 minutes on the old system – AN INCREASE OF 27 MINUTES 22 SECONDS!!!!

Live PCO System

Trooper radio in	2 min
PCO Dispatch tow	1 min
Tow accept/arrive	<u>20 min</u>
Total	23 minutes

AR system

Trooper info radio	3 min
PCO request Disp	7 min
AR Dispatch	3.10
Tow accept Disp	3.48
Tow arrive on site	<u>33.24</u>
Total	50.22

Time difference

AR system 50.22 minutes

Live PCO 23.00 minutes

Total **27 minutes 22 seconds average longer on scene with AR!!!!!!**

If you said that there was no difference between Trooper time and between PCO time the AR system would still be 20 minutes 22 seconds longer .

In addition – as stated by the PCO's it is very time consuming and has lots of flaws. They say they are now desk employees for AR. Additional issues:

- There were 22 requests for ETA by PCO that took more PCO time
- There were 9 failed attempts to get ETA from tow trucks
- Two failed communications on directions, one to another state
- One 15 minute period with system down
- 6 redispatch
- 7 no responses

In conclusion, the cost to health and safety with a 20 – 30 minute increase in response time is tremendous. Especially when you magnify this by a state wide implementation. The financial costs to the state, Fire companies, and commerce is astronomical when you consider the wait time, labor cost, fuel consumption and delayed commerce.

It makes absolutely NO SENSE whatsoever to subject our state to all of these risks and costs merely so the police do not have to deal with a few bad tow operators.



**PENNSYLVANIA STATE POLICE
DEPARTMENT HEADQUARTERS
1800 ELMERTON AVENUE
HARRISBURG, PA 17110**

December 30, 2013

Mr. William A. Finley Jr., Fire Chief
East End Volunteer Fire Department No. 1
Post Office Box 188
Mercer, Pennsylvania 16137

Dear Mr. Finley:

Thank you for your recent correspondence concerning AutoReturn, the third-party towing services administrator selected by the Pennsylvania State Police (PSP) to manage and dispatch towing services on a trial basis for our agency. The PSP appreciates your professionalism and partnership with our agency as emergency service providers serving the citizens of the Commonwealth of Pennsylvania.

Towing service providers in Pennsylvania will benefit from AutoReturn's proven processes and tools that have helped other towing service providers throughout the United States increase service levels to the public and reduce administrative costs. Our partnership with AutoReturn will also help the PSP increase service levels to the motoring public by allowing Troopers to return to patrol duties more quickly using an automated approach.

It is the policy of the PSP to provide the necessary assistance to motorists in need in a timely, efficient, and safe manner, and to quickly restore the free and safe movement of traffic to maintain effective operations. Being mindful of this responsibility, the PSP will not utilize AutoReturn unless we are confident there is adequate towing coverage within a Station coverage area. The PSP is dedicated to third-party towing services administration for towing dispatch in Pennsylvania and believes it will be extremely beneficial to the towing industry, the motoring public, and our emergency service partners. If you would like further information about this initiative, you are invited to attend one of the three public sessions which will be held on January 3, 2014, at the Butler County Community College (Founders Hall), 107 College Drive, Butler, PA 16002, at 9:30 a.m., 12:30 p.m., or 3:30 p.m.

Should you have any questions or require additional information concerning this initiative, I may be contacted at 717-772-4887, or via email at gwendt@pa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerhard W. Wendt".

Lieutenant Gerhard W. Wendt
Acting Director
Bureau of Research and Development

EAST END

vol. Fire Department NO. 1 & Relief Association



12/18/2013

Dear Lt. Colonel Scott R. Snyder,

I am the Fire Chief of a fire department located in the County Seat of Mercer County, that provides fire and rescue protection for many state and local roadways including 10 miles of I80 East and West and 5 miles of I79 North and South.

It has been brought to my attention that PSP and the State of Pennsylvania is instituting a third party dispatch system/center for the dispatching of towing equipment and personnel. I have researched the third party vendor you are currently choosing to do business with. I feel that by using this vendor we are putting the Public, Police Officers, Penn Dot Employees, EMS workers and Fire and Rescue personnel at risk for many reasons.

1. The added link in the communication chain will only delay and distort the information being delivered from the incident to the Towing Company. When this information is delayed or distorted it can have pose detrimental effect on the outcome of an incident.
2. There is going to be a shortage of towing equipment available since the majority of the privately owned Towing Companies are refusing to participate with the vendor that has been chosen. This shortage will result in traffic back-ups and additional crashes, resulting in additional injuries to civilians and potentially the workers listed above.
3. During a snow storm situation this system will fail. The Pennsylvania State Police does not have enough staff to provide a Trooper at every vehicle that slides off of the roadway and requires a "tow". The new system requires a message containing many details about the vehicle which will require a Trooper to be at every incident prior to a Towing Company being dispatched which add more delays to the vehicle being removed ultimately resulting in the Trooper being on scene longer which will delay their response to additional calls.

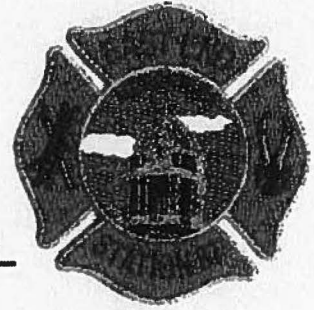
I feel that a much more safe and efficient solution would be for the Pennsylvania State Police to participate in/with the 911 centers that are already in place in every county of the commonwealth. The 911 center in each county has the ability to directly connect all police, fire, and ems agencies to any other outside agency such as Towing Companies.

P.O. Box 188, Mercer Pa. 16137 ♦ Phone: 724-662-3290 ♦ Fax: 724-662-2355

In the case of an emergency please dial 911

EAST END

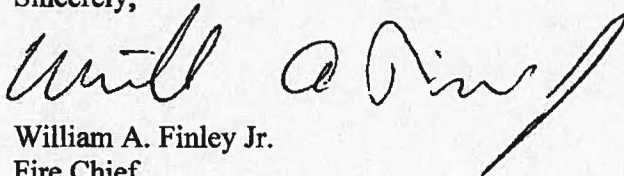
vol. Fire Department NO. 1 & Relief Association



It is the responsibility of the fire-rescue department to ensure that any fires are extinguished, any patients are extricated & medically treated and that hazardous materials have been contained. In the past we have assisted your Trooper with this detail in the interest of public safety and the re-opening of the roadway in a timely manner. I feel that should the new program be implemented it will create huge delays and added response time from the Towing company. Due to these delays our department will not be able to remain on scene to provide the assistance that we have in the past. Arrangements for additional Troopers or Penn Dot workers should be made to provide traffic control at the scene while waiting for the Towing Company to arrive.

I would like to thank you for taking the time to hear my concerns. I hope that a more efficient and safer movement to centralized dispatching will be able to be worked out in the future. This will ultimately improve safety and reduce cost to the end user, the public.

Sincerely,



William A. Finley Jr.
Fire Chief

MEMO: PCO statements made anonymously.

These facts were provided by anonymous PCO's. They stated their input on how the system works is not welcome. They said they cannot give their names because their jobs would be in jeopardy but felt they had to say something. The pertinent facts stated are as follows:

1. They both said that the system has drastically increased their time (PCO's) spent on tow dispatch and the overall response time. They said that not only do they have to deal with the new system that is a pain but they still have to write issues in the towing issue log.
2. There is a serious inability to provide timely dispatch for numerous reasons.
 - The majority of the primary tow operators have not and will not participate.
 - A lot of AR tow operators are the ones they had problems with before or have never used.
 - The new process and the AR system takes longer just to get to the point to have AR dispatch the tow company.
 - The system is down often and slows down a lot.
3. Prior to implementation a Trooper would request and a PCO would dispatch a wrecker in 1 minute or less. (one said 1 minute and one said 30 seconds)
 - Trooper arrive on scene, evaluate needs and call contact PCO requesting wrecker
 - PCO pickup phone and call nearest available or wrecker requested by Trooper get ETA
 - PCO would then write the name of the tow company in the incident book.
 - Two minutes or less via old system.
4. After implementation it takes more time for PCO and Trooper to do job and delays response time
 - **The PCO's said they did not know the amount of the Trooper's increased time on scene gathering the make and model information. They guessed must be a few minutes.**
 - PCO must click on AR program.
 - Program is SLOW and takes minutes to come up
 - PCO must input data which takes a lot more time than just calling a tow company.
 - Program only allows two vehicles to be added at a time. If more than two vehicles they must reopen the program and do all over again for the other vehicles.
 - **PCO's stated that it takes about 7-8 minutes to receive the Trooper's info, wait for the program to open, and fill in the information and send the request.**
 - If all goes well, it takes about 10 minutes from time PCO requests a wrecker to when AR responds back to PSP one has been sent.
 - Their time they spend on the incident is more because of the time up front, they usually have to ask for ETA since none are given, and some things just need to be verbal.
5. **Hassel to get ETA** – stated the AR program is defaulted to 30 minutes and apparently the tow company is never asked that up front so AR must have to call the tow company to get. They said on numerous occasions they cannot get an ETA. In the old system they got an ETA when they called the tow company.
6. **PCO's stated directions are a problem.** Sometimes verbal information is essential in country to get tow operator to right place. PCO's said have seen numerous delays trying to get

understandable directions to the two company. Before, the trooper and PCO would have that done over the phone when the PCO called the Tow Company. If they did not know where we were sending them we would ask immediately and we would clear up with Trooper immediately. Some things hard to type in computer.

7. If the AR tow responder is not available then a lot of time is wasted. First they send an automated dispatch if the tow company does not answer then AR makes a live call a few minutes later. The PCO's call live the first time. Wasted time. If that does not work the PCO must then revert to the old method and call and the normal tow operators to respond.
8. PCO stated that if this occurs the program treats the whole fiasco of an AR failing to respond and all the wasted time as though it never happened. The whole incident actually disappears from the AR screen and no comment or anything can be added. Instead, the whole thing is treated as a customer request even though the AR dispatch failed. If it takes an hour for AR to try, and they fail, and the PCO must find other responders the traditional way, then the wasted time is never documented.
9. When the PCO were told that the response times are being reported as around 20 – 30 they both disagreed. They both stated that the amount of time they are waiting for a wrecker to show up on scene has drastically increased. They said with the old system the average was probably 15 - 20 minutes.

Ron Perry → ETA Issue

We realize that it is frustrating when our customer services representatives call to inquire about your ETA. This is usually done at the request of the PASP who are waiting on the scene. Please be patient with our representatives as they are performing their duties as required. Thanks.

Ron Perry

Service Manager

AutoReturn

301-468-0542

866-491-8820

301-468-0547 Fax

866-491-8821 Fax

877-999-9874 Partner Support

www.autoreturn.com

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2014.0.4570 / Virus Database: 3920/7407 - Release Date: 04/28/14

Note: As a PSP responder we were not allowed automated answering services or answering services of any kind. They felt real time information & communication was essential to health & safety. ETAs given @ discretion.

AR program is automated, poor information & communication. Getting an ETA is a hassle.

Ron Perry → Response time.

This is the copy of the email

I have been reviewing a daily report and I have noticed that many companies are late by seconds. Please request that you drivers mark themselves onsite when they are within view of the scene. Also, if a driver arrives at the location specified in ARIES and the officer/vehicle is not in sight, have them mark themselves onsite prior to making inquiries about the location or continuing to search the surrounding area.

Ron Perry

Service Manager

AutoReturn

301-468-0542

816-787-0619

301-468-0547 Fax

ARMSTRONG

COPIES OF THIS MAP ARE AVAILABLE AT NOMINAL COST
CONTACT:
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
SALES STOPS
P.O. BOX 3858
HARRISBURG, PENNSYLVANIA 17105 - 2829
TELEPHONE: (717) 763-4366
USERS NOTING ERRORS OR OMISSIONS ON THIS MAP
ARE URGED TO REPORT THEM TO:
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
GEOGRAPHIC INFORMATION DIVISION
P.O. BOX 3858
HARRISBURG, PENNSYLVANIA 17105 - 2866
E-MAIL: mapedit@pa.gov

LEGEND

EXPRESSWAY - ACCESS FULLY CONTROLLED
TRAFFIC ROADS
REMAINING STATE ROAD AND ROUTE
STATE MAINTAINED BRIDGE
TOWNSHIP / OTHER ROAD
COUNTY ROAD
RAILROAD (IN SERVICE)
RAILROAD ABANDONED (TRACK REMAINS)
INCORPORATED CITY OR TOWNSHIP
STATE CAPITAL
COUNTY SEAT
OTHER COMMUNITIES

Blae → PSP

1. Mohny's Tow
HD/LD

2. Mike's Towing
LD

3. Morris Tio
LD

4. Reith A/B
LD

Kochka
LD/HD

4. Seybuts Towing LD

Arizona's Auto Repair
LD

Reith Auto Body LD

1. Bawso Towing
LD

3. Morris Tio LD

1. Mohny's Towing
HD/LD

2. Mike's Towing LD

2. Davidson Auto Repair

5. Kochka
LD/HD

Red
AR-

1. Bawso Towing
AR/PSP LD

2. Davidson Auto Repair
AR/PSP - LD

3. Arizona's Auto
LD - AR

4. Seybuts
LD - AR

ARMSTRONG

2013 TRAFFIC AND STATE ROUTE MAP ARMSTRONG COUNTY

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
BUREAU OF PLANNING AND RESEARCH
GEOGRAPHIC INFORMATION DIVISION
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

0 0.5 1 2 3 Miles
0 1 2 3 4 5 Kilometers

 **pennsylvania**
DEPARTMENT OF TRANSPORTATION

 Printed on Recycled Paper

LEGEND

EXPRESSWAY - ACCESS FULLY CONTROLLED
 SHARP CURVE
 CHANGING STATE ROAD AND DESIGNATION
 STATE MAINTAINED BRIDGE
 FORTHOUGH / STATE ROAD
 COUNTY ROAD
 RAILROAD IN SERVICE
 RAILROAD ABANDONED (TRACY RETAINED)
 INCORPORATED CITY OR BOROUGH
 STATE CAPITAL
 COUNTY SEAT
 OTHER COMMUNITIES

- Blue → PSP Tow Response
- 1. Ferris Automotive Services
 - 2. Jim Voral Auto body
 - 3. Bodhek Auto body
 - 4. Bastins T & P's
 - 5. Terry's Service
 - 6. D & D Towing
 - 7. Ron Gillette Towing
 - 8. Kochka Towing



DOWNTOWN PITTSBURGH

COPIES OF THIS MAP ARE AVAILABLE AT NOMINAL COST
 CONTACT:
 PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
 SALES STORE
 P.O. BOX 2028
 HARRISBURG, PENNSYLVANIA 17105 - 2028
 TELEPHONE: (717) 227 - 6296

USERS NOTING ERRORS OR OMISSIONS ON THIS MAP
 ARE URGED TO REPORT THEM FOR
 PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
 GEOGRAPHIC INFORMATION DIVISION
 P.O. BOX 2028
 HARRISBURG, PENNSYLVANIA 17105 - 2028
 S.A.M.E.: 10-0000000000000000

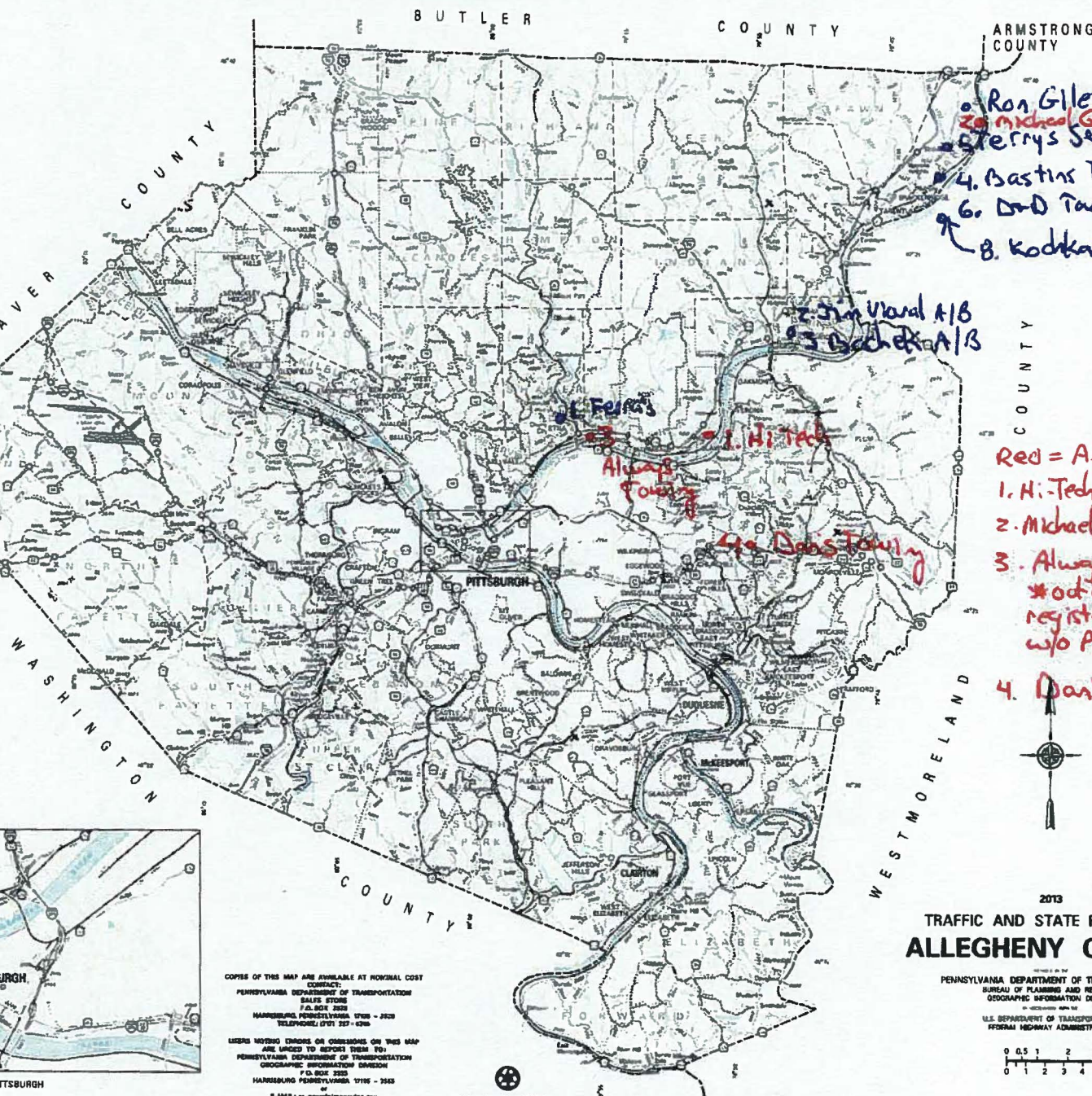
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2013 TRAFFIC AND STATE ROUTE MAP ALLEGHENY COUNTY

ISSUED BY THE
 PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
 BUREAU OF PLANNING AND RESEARCH
 GEOGRAPHIC INFORMATION DIVISION
 U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION

0 0.5 1 2 3 Miles
 0 1 2 3 4 5 Kilometers

ALLEGHENY TYPE 3 - 02



- Ron Gillette
- 2. Michael G. off T. King
- 3. Terry's Service
- 4. Bastins T & P's
- 6. D & D Towing
- 8. Kochka Towing

- 2. Jim Voral A/B
- 3. Bodhek A/B

1. H. Tech
 Always Towing

4. Dan's Towing

- Red = AR Tow Response
- 1. H. Tech Auto Care
 - 2. Michael G. off T. King
 - 3. Always Towing
 * out of Ohio, Ohio
 registered T&S
 w/o PA Insp.
 - 4. Dan's Towing

ARMSTRONG County / Kittanning Barracks

3-27-14

AR Provider-Arizona Auto Repair

On scene time 1.5 hours

Arizona Auto Repair 19 miles from scene.

MVA- 1 vehicle rollover PA Rt. 28-66 approximately 4 miles north of Kittanning.

Observed by Max Mohny/ PSP Trooper. Vehicle was on roadway, Trooper stated that it took 1.5 hours for stated company to arrive on scene and remove vehicle. Erie insurance had documented that bill was \$445 in towing and service charges.

4-3-14

AR Provider-Bowser Towing

Bowser Towing 10 miles from scene

MVA-2 vehicles off roadway. Rt.66 South 4 miles south of Ford City.

*on scene 3 hours 5 minutes
after dispatched!*

Call Dispatched 2:30pm

PSP Dispatched (redispached) 3:30pm

Bowser Towing arrived on scene 5:35pm

2nd truck arrived on scene at 6:05pm.

Scene clear 6:25 pm

Observed by Shawn Fisher (Mohny's Towing Inc.) and Mike Toy (Mike's Towing) . Arrived on scene 2:45pm, the responding fire departments left by 3:00pm. Water Authority called PSP at 3:30pm to ask where they were, redispached at 3:30pm, on scene by 3:47 pm.

4-11-14

AR Provider-Bowser Towing

Bowser Towing 6 miles from scene

MVA-2 vehicles on roadway on Wible Rd. off, old Rt.422

on scene 40 minutes

Call Dispatched 12:20pm

On Scene Time: 1:00pm

Scene Clear: 1:25pm

Data Collected via scanner

Public Complaint Armstrong/Alleskey Cut

April 11, 2014

To Whom It May Concern,

I am writing to explain my dealings with Natrona Heights Graff Michael Trucking and Auto Return. My vehicle was towed by Natrona Heights Graff Michael Trucking on Friday, March 28, 2014. The vehicle prior to being towed was in the possession of my son. My son who originally called the towing company on Monday, March 31st was told it would cost him \$300.00 to pick up the vehicle and then changed to \$350.00. When my son asked about the increase he was told by the person in charge of the towing company that he did not set the fees because he was working in conjunction with a private company called Auto Return.

On Tuesday, April 1, 2014 I called Natrona Heights Graff Michael Trucking to find out the amount owed, to pay the fee, and then to have my son pick up the vehicle. At that time I was not given the amount due because the gentleman I spoke with said he would have to go to a computer for the charges but would call me back later in the day. He asked for my phone number, and as I was beginning to give it to him he recited my number from either his cell phone or an answering machine, which I agreed was the number where I could be reached. I did not get a call that day.

Wednesday, April 2, 2014 I called Natrona Heights Graff Michael Trucking to get the total for my jeep. The same gentleman I spoke with the day before said he was unable to call me back because I did not give him my phone number. Continuing our conversation about the fees, I was given a price of \$435.00. The gentleman at the towing company took my personal information and debit card information. He said he would run the card through his machine and get back to me if there was a problem. That same day I had a message from the gentleman at Natrona Heights Graft Michael Trucking that my card was declined. I was able to transfer funds into my checking account, called the towing company back and explained what I had done. I was told by the same gentleman that he would not run my card again, but if my son showed up with a card or cash he would be able to get the vehicle. I emphatically told him that my son did not have the money in his account to pay for the vehicle and I had no way of getting him the money before his 5 o'clock closing time. There was no understanding for my situation and now he was unwilling to take any other payment except cash.

Wednesday, April 2, 2014 I call the PSP Kittanning Barracks and spoke with Janet Hubstenberger. She gave me the number for Auto Return. I called Auto Return and the women I spoke to said that they are only a Service Dispatch and they have nothing to do with the price or any other arrangements for picking up a vehicle. I called the PSP Kittanning Barracks back and Janet gave the information to her supervisor.

The supervisor at the PSP Kittanning Barracks and I spoke briefly. He kindly called Natrona Heights Graff Michael Trucking and then with two more attempts to clear up the situation on my behalf, it was clear that no progress or change of heart was going to happen. In fact the charge for my vehicle went up \$20 dollars!

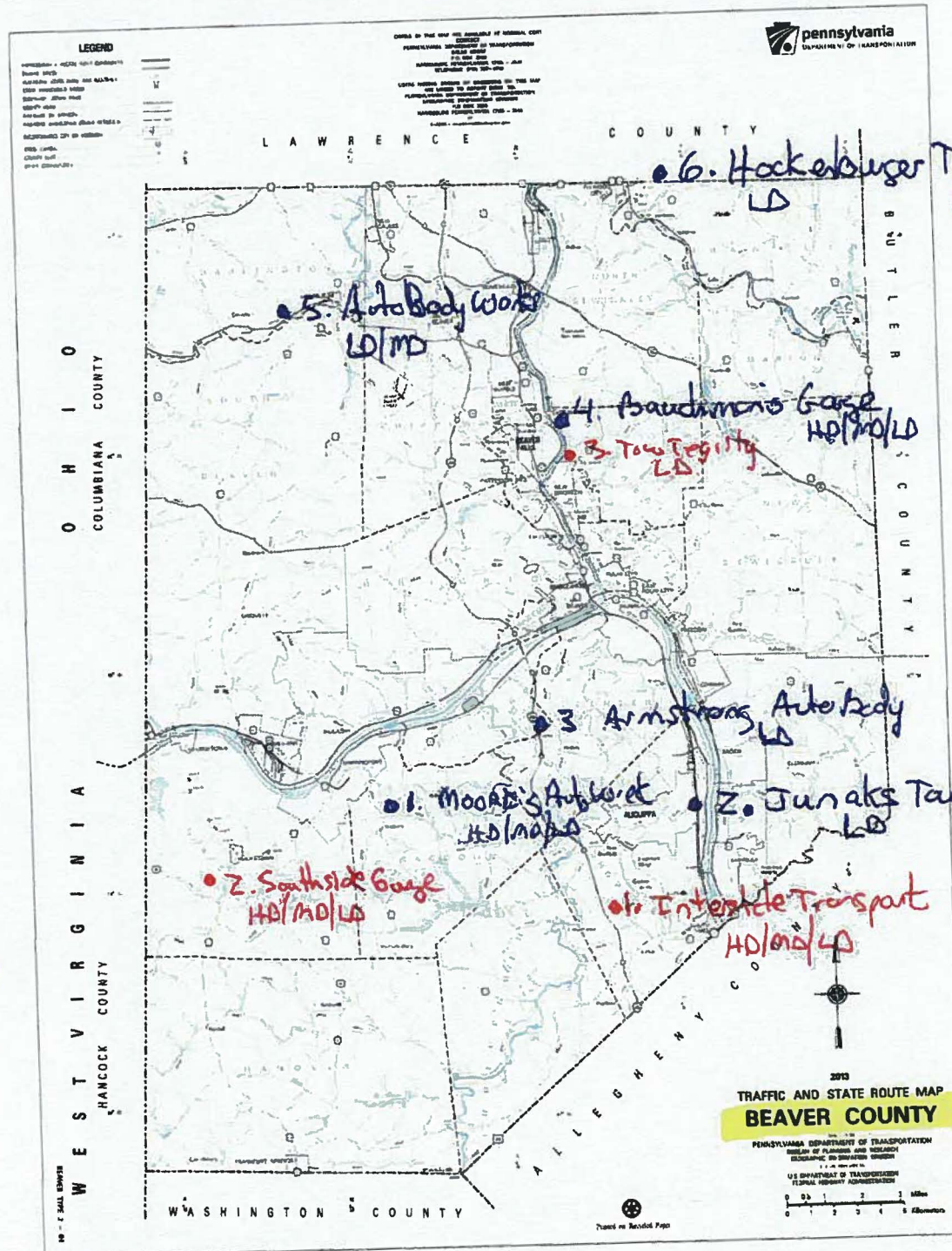
Charges were explained to me by the PSP Supervisor: \$200.00 + \$35.00 towing and fees. Each additional day was \$35.00.

Friday night through Wednesday 5:00 – I was charged \$220.00.

Friday night through Wednesday is 5 days. At \$35.00 per day I should have only been charged \$175.00. Total charges should have been \$410.00.

On Wednesday, April 2, 2014 I had to leave work early, drive approximately 15 miles to deposit money in my son's account. That day my son gave Natrona Heights Graff Michael Trucking \$455.00. He was given \$20 back with an apology for the confusion.

Kathryn L. Newquist



Blue → PSP Tow responder

1. Moore's Autowrecking
HD/MD/LD
2. Junaks Towing
LD
3. Armstrong Auto Body
LD
4. Baughman's Garage
HD/MD/LD
5. Auto Body Works
LD/MD
6. Hockeburger Towing
LD

6. Hockeburger Towing
LD

Red = AR Tow Responder

1. Interstate Transport
HD/LD/MD AR
2. Southside Garage AR/PSP
HD/MD/LD
3. Tow Tegrity AR
LD

Beaver County

Curt Hovis

ARMSTRONG COUNTY

From: frank ferra <frankferra@verizon.net>
Sent: Thursday, April 24, 2014 10:12 AM
To: curthovis@hovisauto.com
Subject: Re: RE: Towing for PSP Franklin Barracks

Curt

We were dispatched for an accident by PSP this morning ? Asked them what happened with Auto return, laughed and said , TECHNICAL DIFFICULTY . I will forward an e-mail I sent to the Corporal at Kittanning barracks yesterday.

Frank J. Ferra
Ferra's Automotive Services Inc.
www.ferrasauto.com

NEW TOWING-CALL SYSTEM IRKS SEVERAL LOCAL RESPONDERS

BY DAVID TAUBE
DTAUBE@TIMESONLINE.COM

ices
g bills

legislation
simply add
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local
unities."

EP.
HITE, D-46,
OWNSHIP

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Hanover Volunteer Fire Department Chief Don Plance waited an hour and 15 minutes on Sunday for a towing company to respond.

Even after he left, one didn't show up, he said, adding there were two towing companies located about 6 or 7 miles away. Plance says it's been a problem he's noticed in the last few months, and when he asks state police which towing company is responding, they don't know.

"You're in Hookstown and they're calling someone from Hopewell or Moon or somewhere else," Plance said. "And if they're busy, you have to wait a long time."

Beaver County Emergency Services Director Wes Hill said Wednesday fire departments everywhere are complaining about wait time.

Since the end of last year, state police have used a third-party towing dispatch company, California-based AutoReturn, as part of a pilot program in northwestern and western Pennsylvania.

That's freed up time for state police dispatchers, but several local towing companies and fire departments have taken issue with the new setup.

Company spokeswoman Stephanie Reichin said aside from abandoned

As part of the contract, AutoReturn wanted total indemnification if the wrong type of towing truck was dispatched to an accident, where towers would have to pay for any legal fees for the company and state police, Donald said. Towing companies would also be responsible if a pile-up accident occurs within 20 minutes of a call, he said.

vehicles, all accidents are viewed as priorities. She also said the company works to get troopers off the road as quickly as possible.

Plance said sometimes his fire department will move wreckage from a scene to open up a lane for traffic, but now they're needed in new ways.

About two weeks ago, he said the wait was so bad his crew moved a totaled car with a firefighter's truck out of the center of a dangerous area near Route 20 and Anderson-Hozak Road in Hanover Township.

State legislators are considering a change, and the House's Veterans Affairs and Emergency Preparedness Committee plans to discuss the issue May 14. Hill said it's possible 911 centers like his could handle the towing dispatches, which wouldn't adversely affect

their time.

In the past, state police dispatchers would have a list of towing companies and distribute calls as equitably as possible, Trooper Adam Reed, a Harrisburg-based spokesman for the agency, said. If a timely tow was needed, that was also a factor, he said.

But that caused dispatchers to sometimes act as mediators between customer and towing company disputes, and so the department's Bureau of Research and Development recommended pursuing the project, being piloted in troops F and D, Reed said.

"For us it simplifies the towing process," he said. "AutoReturn basically takes us out of the towing business."

"The ultimate goal is to expand it statewide," Reed said.

As part of the changes,

AutoReturn requires a \$35 fee on top of the tow, which is paid by customers, towing companies say.

Dan Donald, director of operations for Moore's Auto Wrecking, based in the Hookstown area, said it's hard enough to get people to pay their bill, so the extra costs don't help.

Donald said he met with local state representatives and the region's state senator about the issue, adding the administrative fees are money that's leaving Pennsylvania for California.

On late Saturday night, a tow was needed on Interstate 376 in Potter Township, and after officials called to secure a tow, they eventually just called Center Township resident George Armstrong, whose auto business is attached to his home, he said.

As part of the contract, AutoReturn wanted total indemnification if the wrong type of towing truck was dispatched to an accident, where towers would have to pay for any legal fees for the company and state police, Donald said.

Towing companies would also be responsible if a pile-up accident occurs within 20 minutes of a call, he said.

Donald said towers aren't opposed to regulation, just that the change was made without representation.

"Even if we don't get one more job," Donald said, "We have public safety involved."

Beaver County

Anderson Hoza K & R+30

Apr. 1 7th 2014

Time of Dispatch 1725

PSP arrived on scene. The owner of the car was requesting triple A. PSP called and was advised the interstate towing was being dispatched. Approx 15 min after that FID asked trooper if possibly we could pull the car off the road to re open road due to heavy rain and storms. Trooper advised he would check with Dispatch to see where interstate was. Trooper advised to go ahead and pull the car off the road ~~by~~, was done so by FID. When clearing scene found out the towing company went the wrong way and delayed them another ten mins. Approx time for tow ~~the~~ truck was 45 min total.

I DARYL MOORE JR Received This
Letter From R.J. Tranner a Hanover Twp
Vol. Fireman. On 4-23-14

I DARYL MOORE JR work for MOORE'S
Auto wrecking It would have only TAKEN
Are company About 8 TO 10 min to
Be on scene

Paul E. Moore

Beaver County

Armstrong Auto Body

995 N. Brodhead Road — Aliquippa, PA 15001
775-4266 775-1317

On 4-26-14 About 8:00pm RT 376 milemarker
40 Monaca Exit west bound. For vehicle fire Pether
Acosta Twp VFD. were Dispatch to scene. Upon Arrival
The Pickup Tr. was over heated the (Rad went out of
Pickup Tr.) ~~REF~~ P.S.P. was on scene Fire
Department cleared P.S.P. called Air Tower
After waiting About 3hrs P.S.P. called
Armstrong Auto Body At About 11:30pm
and Asked IF He could ~~TOW~~ ^{W/A} Pick up Tr off
RT 376 For them He said OK and went and
got the Tr and Brought It Back to His Shop
P.S.P. called Armstrong's on His House Phone
Not the Business line.

George Armstrong

Don Venturini
412-780-4503 owner of Tr

Beaver County

4-27-14

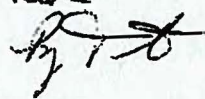
Dispatched Time 1648

1429

MVA RT 30

SP told FD that Southside garage was responding to pick up car. After about 45 min Interstate towing showed up. Operator of tow truck hooked up car but did not secure anything on the vehicle or tie down the car on the hook. Also was ignorant and did not seem to professional to FD. Operator of tow truck refused to let owner of car to get personal belongings out of car. Delayed FD another 15 min. No debris was cleaned up from side of road.

Captain



Hammer VFD

Captain R.S. Trimmer

LEGEND

EXPRESSWAY - ACCESS FULLY CONTROLLED
TRAFFIC, ROUTE
REMAINING STATE ROAD AND INTERSTATE
STATE MAINTAINED ROAD
UNPAVED OTHER ROAD
COUNTY ROAD
RAILROAD (BY SERVICE)
RAILROAD ABANDONED (TRACE RETAINED)
INCORPORATED CITY OR BOROUGH
STATE CAPITAL
COUNTY SEAT
OTHER COMMUNITIES



2. Lowry's Towing L.D.

Blue → PSP criteria Tow

1. McConnell's Towing L.D.

2. Dell's Garage L.D. / M.D.

3. Castle Towing L.D.

4. Auto Body Works

5. Mohr's Towing L.D. (Auto Body)

6. Shaffer's Towing

7. Barry's Towing L.D.

4. Auto Body Works L.D.

3. Jacobs Towing H.D.

1. McConnell's Towing L.D.

2. Dell's Garage L.D. / M.D.

3. Castle Towing L.D.

7. Barry's Towing L.D.

1. Jessie James Towing L.D.

5. Bob's Fry's Towing L.D.

Shaffer's Towing

Red = AR Tow responder

1. Jessie James Towing L.D.

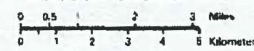
2. Lowry's Towing → L.D. in Mercer county 8 miles north

3. Jacobs Towing → H.D.

2013

TRAFFIC AND STATE ROUTE MAP LAWRENCE COUNTY

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
BUREAU OF PLANNING AND RESEARCH
GEOGRAPHIC INFORMATION DIVISION
P.O. BOX 4879, HARRISBURG, PA 17105-4879
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION



LAWRENCE TYPE 3 - 37



Printed on Recycled Paper

Lawrence County



Dear State Representative Chris Sainato:

I am drafting this letter to express my concern and ask for your help on behalf of Hickory Township Volunteer Fire Department concerning the new dispatch program the State Police are using. Our primary concern is the safety of the public and of our firefighters.

To start, we were never contacted by State Police to advise us of the changes to the program. As a first responder we should have been notified that there was a change therefore we could have given feedback and been prepared for potential delays. It is our understanding that the Trooper on scene will send the tow request to the PCO at the barracks and it will then be forwarded to California. The California dispatch company will then pick a tow company and send an automated computer dispatch to the tow company. It is hard to believe that this process is faster and will provide better information to the tow company. This will lead to delays and poor incident information which will lead to less safety for the public and our fire fighters.

On April 19, 2014 at 7:41 we responded to an accident at 3069 State Rd. We sent the accident casualty by ambulance to the hospital. Within five minutes the Trooper arrived. After he reviewed the scene we assumed a tow company was dispatched. After we sat on scene for 15 minutes the Chief asked the Trooper where the wrecker was. He responded that the new system called a tow company from Ellwood City. The tow company was Jessy James Towing. We have never dealt with them before. Ellwood City is a minimum of 25 minutes away depending where the tow company is located. We asked the Trooper why they did not call the local tow company that was minutes away and he stated there was nothing he could do about it and he is being paid to sit there. Normally we

would have had a wrecker there in ten minutes. Instead we waited 45 minutes longer than normal.

We are volunteer fire fighters. We are not being paid to sit there and wait like the Trooper. Instead, we donate our services to the community. In the morning we get up and go to work at our paying jobs. This system is putting our fireman and the public at unnecessary risk. The public is our neighbors, our wives, and our children.

We are reaching out to you because apparently the Trooper or the Local Barracks have no say in this matter. We are considering our options in regard to future responses. It is unacceptable that the local volunteer fireman and the public bear the burden of this new program.

Sincerely,

David White

Chief

Hickory Township VFD

Curt Hovis

Lawrence County

From: Mark McConnell <mcconnell-sunoco@comcast.net>
Sent: Wednesday, April 23, 2014 4:16 PM
To: curthovis@hovisauto.com
Subject: Long eta

I was talking to dispatcher from psp new castle stated they had a accident on Lakewood neshannock falls road near rt 956 the ar dispatch lowery towing out of mercer county farrel pa. On April 22 day am shift trooper waited 1 hr 15 minutes. For a tow truck to show up. When ask why so long California said couldn't find direction on gps. Also why tow a vehicle all the way into another county ?

Sent from my iPhone

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2014.0.4355 / Virus Database: 3920/7382 - Release Date: 04/23/14

4/29/14

LEGEND

- 1. HIGHWAY - RELATED FLYING CONTAINER
- 2. MAJOR STATE ROAD AND PARKWAY
- 3. STATE HIGHWAY BRIDGE
- 4. TOWNSHIP CENTER ROAD
- 5. COUNTY ROAD
- 6. AIR ROAD OR BRIDGE
- 7. AIR ROAD ABANDONED BRIDGE REMAINS
- 8. INCORPORATED CITY OR BOROUGH
- 9. STATE - WATER
- 10. COUNTY LOT
- 11. OTHER CONSTRUCTION

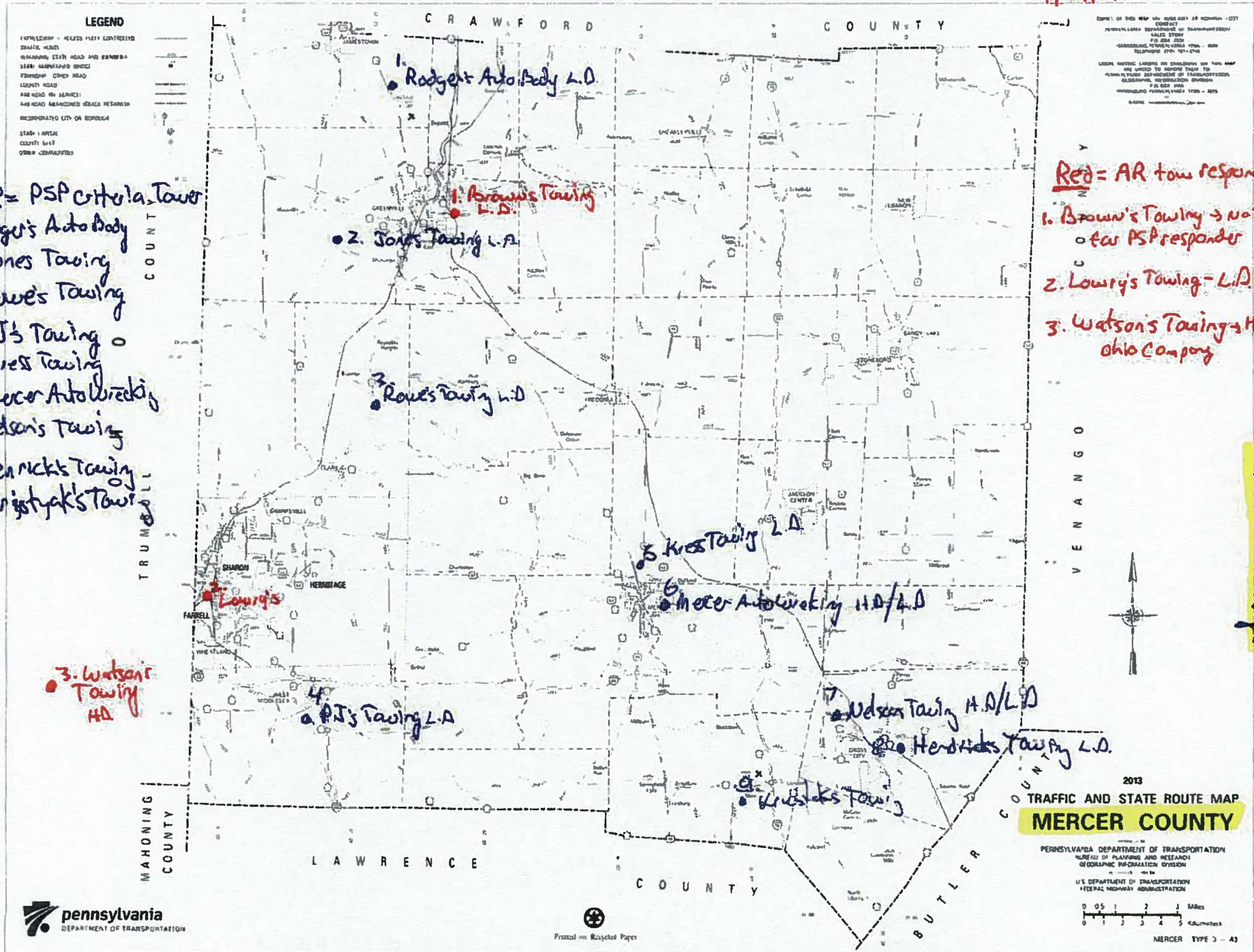
Blue = PSP criteria Towing

1. Rodger's Auto Body
2. Jones Towing
3. Lowe's Towing
4. PJ's Towing
5. Kress Towing
6. Mercer Auto Wrecking
7. Nelson's Towing
8. Henricks Towing
9. Krystyk's Towing

Red = AR tow responder

1. Brown's Towing → not for PSP responder
2. Lowry's Towing - L.D.
3. Watson's Towing → HO Ohio Company

Mercer County



Mercer County

LEONARD'S TOWING SERVICE

TWO LOCATIONS:

24340 US HWY 322 P O BOX 618 COCHRANTON, PA 16314
15929E CONNEAUT LAKE RD MEADVILLE, PA 16335
PHONE (814) 425-3887 FAX (814) 425-3890

1) NAME: MARK MEYER DATE: 4-16-14
2) ADDRESS: 592 METENSDIST ROAD TOW DRIVER: RKL
3) CITY/STATE/ZIP: GREENVILLE PA 16143 REQUESTED BY: M. PS.
4) PHONE: 724-466-7763 CALL BACK #: SAME P O #:
5) YEAR: MAKE: Honda MODEL: Accord
6) COLOR: Silver PLATE: MILEAGE:
7) LOCATION: 258 Greenville
8) TOW TO: LAS

PA DOT waited 1 1/2 - 2 hours

CLEAR

4-16-14: Mercer State Police called Leonard's Auto Service to this accident. It was 21 miles to scene, when driver got there, officer said thank you for coming, the new AR program went into effect today, officer stated we only have two towing companies in Mercer County and if we have heavy duty we have to use a company out of Hubbard Ohio. Once arriving on scene there was two PennDOT trucks, four PennDOT employees directing traffic and one police officer. Vehicle was into a tree with rear end hanging over white line.

Mexer County
4-18-14

Curt Hovis

From: Jac <jac16137@yahoo.com>
Sent: Monday, April 21, 2014 4:08 PM
To: curthovis@hovisauto.com
Subject: Ar

@ 4/18/14

Around 8am used auto return for tractor trailer at exit 15 2.5 miles from mercer auto, medical emergency for truck driver, watsons out of youngstown I believe did the call appx 22 miles from scene at their shop

Sent from my iPhone

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2014.0.4355 / Virus Database: 3920/7382 - Release Date: 04/23/14

- Out of state tow operator
- Violate PA Tow + Storage Act → Vehicle not registered w/ P-DOT. Ohio plates
- Not PA facility.
- Customer must go 22.5 miles out of state to retrieve vehicle.
- PA Laws not apply in re: tow storage act or in event of dispute.

Curt Hovis

Mercer County

From: Jac <jac16137@yahoo.com>
Sent: Monday, April 21, 2014 4:10 PM
To: curthovis@hovisauto.com
Subject: Ar

1 1/2 hours

4-21 psp rt19 and tait rd, 11:30 accident happened lowery in mercer en route to scene at 1:06 roughly

Sent from my iPhone

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2014.0.4355 / Virus Database: 3920/7382 - Release Date: 04/23/14

Merger County**LEONARD'S TOWING SERVICE**

TWO LOCATIONS:

24340 US HWY 322 P O BOX 810 COCHRANTON, PA 16314
15929E CONNEAUT LAKE RD MEADVILLE, PA 16335
PHONE (814) 425-3887 FAX (814) 425-3890

(NC)

1) NAME: Merger PSP DATE: 4-26-14
 2) ADDRESS: _____ TOW DRIVER: Chad
 3) CITY/STATE/ZIP: _____ REQUESTED BY: PSP
 4) PHONE: _____ CALL BACK #: _____ P O #: _____
 5) YEAR: _____ MAKE: Caddy MODEL: _____
 6) COLOR: Gold PLATE: _____ MILEAGE: _____
 7) LOCATION: County Line & Black Rd
 8) TOW TO: Merger PSP
 DISPATCH TIME: _____ ARRIVAL: _____ CLEAR: _____

MILEAGE TO SCENE

LEONARD'S TOWING SERVICE

TWO LOCATIONS:

24340 US HWY 322 P O BOX 810 COCHRANTON, PA 16314
15929E CONNEAUT LAKE RD MEADVILLE, PA 16335
PHONE (814) 425-3887 FAX (814) 425-3890

(NC)

1) NAME: Merger PSP DATE: 4-28
 2) ADDRESS: _____ TOW DRIVER: Dan
 3) CITY/STATE/ZIP: _____ REQUESTED BY: Merger PSP
 4) PHONE: _____ CALL BACK #: _____ P O #: _____
 5) YEAR: _____ MAKE: GMC MODEL: Envoy
 6) COLOR: Black PLATE: _____ MILEAGE: _____
 7) LOCATION: Black Rd
 8) TOW TO: Merger PSP
 DISPATCH TIME: _____ ARRIVAL: _____ CLEAR: _____

MILEAGE TO SCENE

Called Hayden's first for these calls
then called us after.

LEGEND

EXPRESSWAY - ACCESS FULLY CONTROLLED
TRAFFIC LIGHTS
REMAINING STATE ROAD AND HIGHWAY
STATE MAINTAINED BRIDGE
TOWNSHIP (LOCAL ROAD)
COUNTY ROAD
MAINTAINED (IN SERVICE)
MAINTAINED (ABANDONED) (TRAFFIC RESTRICTED)
UNIMPROVED CITY OR TOWNSHIP
STATE CAPITAL
COUNTY SEAT
COUNTY COMMISSIONERS



Blue = PSP

1. Hayden's Towing
LD (Former PSP)

2. Leonard's Towing
LD

3. Route 19 Truck
HA/LD

4. LA Auto
LD

5. Elk Auto
LD

6. Borderline
Towing
LD

4. Kingsville Towing / Ohio

2. Goodban's Towing
LD

Borderline Towing
LD

4. LA Auto
LD

1. Hayden's Towing

5. Elk Auto

2. Leonard's Towing

Route 19 Towing
HA/LD

West End

2013

TRAFFIC AND STATE ROUTE MAP
CRAWFORD COUNTY

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
BUREAU OF PLANNING AND RESEARCH
GEOGRAPHIC INFORMATION DIVISION
A UNIT OF THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

0 0.5 1 2 3 Miles
0 1 2 3 4 5 Kilometers

CRAWFORD TYPE 3 - 20

COPIES OF THIS MAP ARE AVAILABLE AT NOMINAL COST
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
SALES UNIT
HARRISBURG, PENNSYLVANIA 17104 - 2000
TELEPHONE: (717) 761-6244
FAX: (717) 761-6245
WWW.PA.TRAFFICMAPS.COM

- Red = AR
1. Shambaugh's
LD Former PSP
 2. Goodban's
LD Former PSP
 3. West End
LD Former PSP
 4. Kingsville Towing
HA/LD → Ohio

CRAWFORD

CRAWFORD / MERCER



Jamestown Volunteer Firemen's Association, Inc.

208 Depot Street

P. O. Box 13

Jamestown, PA 16134-0013

Phone 724-932-5009 FAX 724-932-5290

www.station89.org

April 28, 2014

To Whom It May Concern,

I Mike Cadman Fire Chief with Jamestown Vol. Fire Department am writing this letter to strongly oppose the new towing system the state has went to. They began this in Crawford County towards the end of 2013 twice my crews have had to wait over 2 hours to get a tow truck to the scene. This is not fair for volunteers who are not getting paid to be out there. I have instructed my firefighters that if PSP is on scene and the car is off the road or not a hazard then they can return to station. PSP troopers get paid so they can sit and babysit the vehicles. Before this new system we never waited more than 30 minutes for a tow truck. If you have any questions please feel free to call me at 724-866-7474 or Chief89@Station89.org.

**Sincerely,
Mike Cadman
Fire Chief**

Crawford County Fire Departments

January 19, 2014

In Regard: Statement of Concern and Request for Relief

Dear State Representatives:

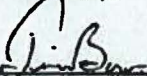
The undersigned fire departments are located in Crawford County Pennsylvania. The Pennsylvania State Police implemented a third party dispatch program in the middle of December. When we became aware of the program we had concerns about the safety of our volunteer fire fighters. However, due to our long term working relationship with the PSP, we remained neutral and decided to see how the program would work.

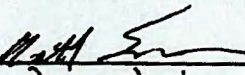
Unfortunately we must now voice our concerns at this time. The response times are much longer now than before implementation of the program. This is putting our fire fighters and the public at a much higher risk of injury.

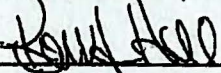
We find ourselves waiting over an hour in a lot of situations when it normally would have been twenty five minutes. In numerous incidents we are waiting for Ohio tow companies or tow companies from outside the tow area. In many instances the local tow companies are just minutes away.

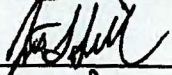
We are making this statement purely and simply out of concern for the safety for our fire fighters and the public. We request relief in this matter.

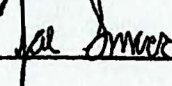
Sincerely,

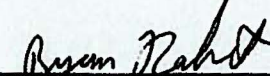
 Jim B... Hatfield Chief

 Matt E... Sugarcreek VFD

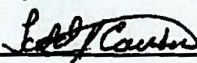
 David H... Radolph Chief

 [unclear] Townville VFD

 Joe Sm... Blooming Valley

 Ryan R... Verdon Central

 [unclear] Cambridge Springs

 [unclear] West Mead #2

CRAWFORD County

1. **West End Auto – Crawford County – Light duty - Shawn Beck / Owner / AR tower**
Curt Hovis talked with Shawn.

MISLEADING STATEMENTS - AR

Called Shawn Beck to see how he liked AR. He stated that he hated working for AR and they were liars. I asked why he said they were liars. He explained that while he was in Florida over Thanksgiving a lady from AR called and asked why he had not signed up yet with AR. He said he knew nothing about it. She said that all the other tow companies had signed up and that if he did not sign up he would not get PSP response calls. She said she could expedite a contract to him in Florida so he could sign so he would not miss out. When he returned from Florida he found out no one else had signed at that time and that he was the only one. He said she flat out lied.

I asked why he was working for them if he hated them so much. He explained that he was trying to sell his business and move to Florida where his wife and kids already lived and that he wanted the sales to make his company look better. He also said he needed the revenue. When I called Shawn he was an hour from his house in Florida. Therefore, I assumed he would have signed anyway to better his business sales position.

I asked Shawn what he liked about it. He said that he was getting a lot more tows since the other tow operators in the area were not signed on. That was helping his revenue and hopefully might make his business more attractive to someone. Other than that he said he hated dealing with them.

SLOWER DISPATCH – MAKE RESPONSE TIME LONGER

I asked him how he felt response time was working out. He said his was good but AR and PSP were bad. I asked him to explain. Shawn said if he decided to take the call he rolled right away and his response time was good provided it was within his area. He stated that AR and PSP had a lot of issues.

Shawn gave an example. He stated he was in the barracks for an issue and they were discussing AR when the PCO received a call. It was a call for his area. So they processed it. He said it took a minimum of 10 minutes for the PCO to do her part and submit it to AR. Shawn he sat in the Barracks and waited an additional 15 minutes before his AR application on his phone dispatched him. He stated that pre AR the dispatch would have been a speed dial and he would have been rolling 25 minutes earlier.

I asked Shaw what he would like to see happen. He stated clearly he would like to see it go back to the way it was because this was not working.

CRAWFORD COUNTY

On Easter Sunday, April 20th 2014 around 6pm, Hayden's got called to an accident on Route 77 and Oakview Drive for Tate Becker, driving a 2000 Chevy Cavalier, towed to Grand Valley Residence. Auto Return called PSP and it had already been 40 minutes, they said it would be another hour for one to come from Erie, "is that good enough?". PSP called Hayden's to do call.

CRAWFORD County

Hayden's Garage
21133 Ryan Rd
Meadville, PA 16335
(814) 724-3564

January 9, 2014

Dear Governor Corbett, State Representative, and State Senator:

I am drafting this letter as a **former** Auto Return tow responder. Our family has been in the towing business for over **48 years**. We have worked hard over the years to build a good reputation and have served the public and the Pennsylvania State Police with honor and integrity. We have also been a Triple A tow provider for 48 years. We are very familiar with dispatch systems, and as you will see below, their system failed.

In December 2013 the Pennsylvania State Police began the implementation of a third party dispatch program in our county using AutoReturn. Due to our long term relationship with the PSP, we listened to what AutoReturn had to say. We also gave the PSP the benefit of the doubt that they thought this through. Ron Perry from AutoReturn said that if we signed up, we could tow in our normal area. That proved to be untrue. He also named several other tow companies in the county that had signed up. That also proved to be untrue. Things quickly fell apart after that.

On December 17th 2013, shortly before midnight, there was a two car accident at the interchange of State Route 27 and Wayland Rd. This is within five miles of our shop and within our normal tow area as discussed with Ron Perry. We were also the nearest available. We were not dispatched to this accident. Our response time would have been much faster than the tow company that responded.

On December 18th at 5:22 a.m. we got an automated dispatch to go to Rt. 18 and Harmonsburg Rd and do a winch out. This is outside our area and we declined the dispatch. In a little while we got another automated dispatch requesting that we confirm our decline of the dispatch. We declined the dispatch. The accident occurred within a quarter mile of Smitty's Towing and also Borderline Towing. Either one of the companies could have performed the

service within minutes. We were a minimum of 13 miles away. Considering the type of roads and the conditions, we would not have been at the scene in less than 25 to 30 minutes.

Ron Perry from AutoReturn called the next day. He asked why we did not respond to the call, and we informed him that it was out of our area. He then informed us that our area has expanded. Ron Perry stated that they had to call five different tow companies before they could get someone to respond out of Kinsman, Ohio. He stated that our 12 miles is a lot closer than their 40 miles.

Obviously their dispatch failed again since they did not use the local towers. It also failed because five tow companies declined to respond to this tow. A lot of companies such as ourselves refuse to tow for AutoReturn. We heard the response time was over two hours which would have been minutes if they had used the local tow companies.

We are a professionally run family owned company that takes pride in our work. We do not want to be associated with a company that is going to get someone hurt. We informed Ron Perry that we have successfully run our business for 48 years and that AutoReturn was not going to tell us how to run it now. We terminated our relationship and will no longer respond to their dispatch.

It is hard to believe that a local Pennsylvania company can be treated so poorly after all these years of service. It is also hard to believe that tow companies like ours mean nothing to the PSP after all these years.

We hope this letter finds someone who cares about the Pennsylvania motorist and Pennsylvania businesses.

Sincerely,

Rose Hayden
Hayden's Garage

CRAWFORD County

Curt Hovis

From: billy henry <borderlinetowing@hotmail.com>
Sent: Thursday, December 19, 2013 9:37 PM
To: curthovis@hovisauto.com
Subject: Auto Return Pilot Program

All:

I have several concerns regarding the Auto Return Pilot Program started by the Pennsylvania State Police which I strongly oppose. Some of the issues we see are as follows:

1. Response Time

- December 14th, there was a MVA next to my towing shop. The accident was at 12:15pm, PSP showed up at the scene at 12:45 pm I walked up to the scene to see if they needed my services and they stated that they must use Auto Return towing provider so I returned to my shop. Once the patient was transported by ambulance the Conneautville Fire Department released the accident scene to the PSP Trooper which sat in his car for 2 1/2 hours waiting for the Auto Return Towing provider to respond to the scene. While I was available with 2 trucks sitting 500 feet from the accident scene. It doesn't make any sense to me. I can't see how they think this system gets the troopers back to doing police work that they were hired to do.
- December 16th, there was a MVA that the trooper waiting for 3 hours for a Auto Return tow provider out of Ohio to provide services in my area that I have covered since 2001. I do not think it is right that we are using providers from out of state taking money from our community.

2. Auto Return System Failure

- I have not received any PSP calls since the pilot program was in affect December 3rd. On December 18th at 2:55 am I received a call from Meadville PSP that the Auto Return System was down and could I help them out and tow a vehicle blocking the road on State Route 18 north of Springboro. My response time was 20 minutes to scene and done at scene in 10 minutes with a total of 30 minutes completed the call. As you can see our response time is reasonable unlike the Auto Return providers. My average response is 20-30 minutes.

My business has been owned and operated since 1954 by my family, we have always assisted the fire department and PSP in auto accidents. We have assisted in rescues that our services have helped to free entrapped patients and with the new Auto Return Program we are no longer allowed to assist and if PSP needs to use Auto Return Providers and they have an ETA of 2-3 hours, it could cost a life if they are waiting that long for them to assist. It saddens us to see this happening in our community. You never know

when that person in the accident could be a loved one in our family or your loved one.

I have covered this area which is a rural area since I have taken over the company from my family in 2001 and assisted PSP with no problems. I am the only towing company in this corner of Crawford county which assists three fire departments in rescues where they will stay with me and assist in traffic control with Auto Return the fire departments leaves the scene once patient is taken from scene to PSP due to long response time from the towing providers since all fire departments are made up of volunteers. I believe this puts the troopers in danger for the 2-3 hours while they are sitting with an accident in bad weather conditions alone possible blocking the road and creating the possibility of more accidents.

Thank you in advance for your help in this matter.

Sincerely,

Billy Henry
Owner/Operator
Borderline Towing and Recovery and Repairs
20331 Canal Road PO Box 300
Conneautville, PA 16406
814-587-3996

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2014.0.4259 / Virus Database: 3658/6935 - Release Date: 12/19/13

ERIE COUNTY

AR TOW Responder

Eddie's Collectibles

Fellow Pennsylvanians'

There are several important things I would like to discuss with the house today, which I find very important to myself and other businessmen and woman of our fine state.

My first concern is the safety of emergency personal including but not in any particular order: the towing operators, the firemen, the police personal, and the other bystanders at the scene of a traffic accident. It is a very dangerous atmosphere when traffic patterns are altered on a interstate highway or even a state highway causing secondary accidents resulting serious injuries or even death to those responders. So I can't emphasize the importance of regaining proper traffic flow.

I believe since December 3rd, of last year we are falling in a dangerous out of control situation with these concerns. As of lately we have responded to several vehicle accidents with in ten minutes of being dispatched by auto return to find that state police have already cleared the scene, this makes for a dangerous situation. By not having additional lighting and traffic control available for our safety and or the safety of distressed motorist. And in other incidents the stations have call inquiring what our response time were before we have even been dispatched, claiming that too much time has elapsed from the time the calls were entered. This tells me that The Auto Return system is a flawed. It is not working at the level of efficiency needed for our safety.

Example: I responded to an m.v.a. on I79 at west 26Th St. I arrived within ten minutes of dispatch to pick up a vehicle that had hit a guard rail. Upon arrival I found a young female upset and waiting in her disabled car by herself. I asked her "are you all right and where is the state police". She claimed that they left about ten minutes ago. The trooper had to go to another m.v.a. Her vehicle was left in a compromising position partially on the roadway. She should have never been left alone.

My point is this: It's obvious that too much time elapses from request to dispatch of a tow truck.

My second concern: Auto Return has dropped the level of professionalism to lower standards to make this pilot program a reality. Remember we are an extension of the professionalism of the state police. For the majority of us we are trained professional businessmen who employ men and women that provide substance to our community.

Example: Auto Return has employed several vendors that have no training in the emergency towing field and or have performed questionable business practices in the past. In one incidence an owner of a local towing company was implicated in a stolen car ring and turned state's evidence to avoid prosecution for himself and is currently part of the Auto Return program. With the towing reform act of 2012 all state police towers must have their business located in the state of Pennsylvania and maintain a certain criteria, including the proper amount of licensed equipment, insurances, and have an established business location in the state. These businesses are to be manned at a minimum of 40 hours per week. The building must meet all A.D.A. requirement and zoning requirements to be considered a tower for the state. A few business are just fenced lots with no facilities or even have electricity on their premises. Another company doesn't have an impound lot. Per Ron Perry, an Auto Return supervisor, told this company that when they get a chance they should build one but it's not essential right now. These companies do not meet the required state towing regulations. There is another towing company that is run out of his parent's residences to provide a better geographic location. This site is zoned residential. Auto Return has hired two companies from the state of Ohio to work for them. Auto Return has deliberately broken the rules of the state of Pennsylvania to try to make there pilot program work. Who are they accountable to?

My third concern: Auto Return brings no value to the people of Pennsylvania, the state police or the towing community.

Example: At recent Auto Return forum a representative from the state police stated "that this is the most efficient thing the state has ever done" he claimed this program is saving there dispatchers hours of work. I think he was drinking the Kool-Aid from Jonestown. The system now starts like this, the dispatcher takes a request for a tow from the trooper on scene, then he or she (dispatcher) logs-into and opens up communications with A.R., Then the dispatcher types in all information needed for the tow. The

type of car, the location and several other particulars etc. Then push send and hopes that it was received, not knowing who or when will be responding to the call. Once I receive a call I still call the barracks to confirm what is needed on scene so i don't waste Valuable time.

The old way, trooper send request for tow, the dispatcher picks up phone and calls the towing professional that best services the particular area and then the wrecker service is on its way knowing all information that is needed to complete the job at hand. Total time 30 seconds. Now that is amazing it worked like that for over the past 80 years. The trooper also stated that with Auto Return in control they (the state police) will not have to deal with towers anymore." because they are uncontrollable". First off I would like to state that in every industry has few bad apples even police. And I don't feel that we should all be clumped together. Second, If the largest most powerful law body in the state can't control us how do you think some geeks from California can do it!!!

Example: I have not raised my prices for state police towing in the past ten years my fee's start at 125.00 for the emergency response for the state. I feel that is a fair price to start at for the work at hand. Then Auto Return comes along and give us a price regulation 200.00 for a response plus another 50% for after hours (another 100.00) and now a 35.00 administration fee for them to dispatching us. So now automobile owner you just spent 335.00 dollars to get your car towed, I'm not seeing the value in that.

Example: For me Auto Return has cost me money because of their computerized dispatch system. My competitor get three times the calls I receive because of located 100 yards closer to the interstate 79. The old system we rotated from call to call which I thought was a fair process. Auto Returns system will not recognize that process. Another concern of mine is upon dispatching us we are now being timed on our response. This causing some us to drive a little less responsible than normal, with our times being graded this will generate higher standings in their company dispatching system. Being a salvor my coverage area is up 35 miles from my business. Try to make that happen in a blizzard in a 30 minute.

In closing: The reason Auto Return's pilot program was started at Troupe E because, we are the home to the biggest towing offenders in the state.

ERIE

Lt. Colonel Scott R. Snyder
Deputy Commissioner of Staff
Pennsylvania State Police
Department Headquarters
1800 Elmerton Avenue
Harrisburgh, PA 17110

Signed Wad of
Jun 20, 2014

In Regard: **Fire Department Response** /Third Party Towing Service Administrator

Dear Lt. Colonel Scott R. Snyder:

It has been brought to our attention that the PSP is instituting a third party dispatch for tow related incidents. It has also been brought to our attention that many of the tow companies that we customarily work with are not going to participate in the program and therefore will not respond to dispatch.

Towers from outside the area or towers that are improperly equipped or improperly trained will be most likely responding. This will cause delays in response and/or put our staff at risk.

We are volunteer firefighters. Out of concern for our staff we are advising you that we will only stay on scene until the entrapment, if there is one, is cleared. After that we will return to station.

We are giving you this advance notice so you can make arrangements for extra PSP or Penn DOT to do traffic control and incident management.

Sincerely,

<u>FIRE DEPARTMENT (Print)</u>	<u>COUNTY</u>	<u>CHIEF SIGNATURE</u>
1. <u>WATTSBURG FIRE CO</u>	<u>ERIE</u>	<u>[Signature] N.H. MARLIN</u>
2. <u>PERRY HWYWAY HOSCO</u>	<u>ERIE</u>	<u>[Signature] PNECHER</u>
3. <u>KEARSVILLE FIRE DEPT</u>	<u>ERIE</u>	<u>[Signature] CLIFF</u>

- | | | |
|---------------------------------|-------------|----------------------------|
| 4. <u>McKEAN Hose Co.</u> | <u>ERIE</u> | <u>James W. Zyl, Chief</u> |
| 5. <u>Kuhl Hose Co</u> | <u>Erie</u> | <u>Donald S. E. J.</u> |
| 6. <u>Brookside Fire Co</u> | <u>Erie</u> | <u>John S. Chief</u> |
| 7. <u>HARBORCREEK FIRE DEPT</u> | <u>ERIE</u> | <u>William Chief</u> |
| 8. <u>NORTHEAST FIRE DEPT</u> | <u>ERIE</u> | <u>James M. Chief</u> |
| 9. <u>LAUREL HILL FIRE DEPT</u> | <u>ERIE</u> | <u>Joseph City</u> |
| 10. <u>W. J. Hill Fire Co.</u> | <u>Erie</u> | <u>William J. Hill</u> |
| 11. <u>Belle Valley FD</u> | <u>ERIE</u> | <u>Al A.</u> |
| 12. <u>GREENFIELD F.D</u> | <u>ERIE</u> | <u>Joe Fedele</u> |
| 13. <u>Stancliffe Hose Co</u> | <u>Erie</u> | <u>COBL</u> |
| 14. <u>Edinboro Fire Dept.</u> | <u>Erie</u> | <u>P. R.</u> |
| 15. <u>Union City Fire Dept</u> | <u>ERIE</u> | <u>Ronald H. Wolf</u> |
| 16. _____ | _____ | _____ |
| 17. _____ | _____ | _____ |
| 18. _____ | _____ | _____ |
| 19. _____ | _____ | _____ |
| 20. _____ | _____ | _____ |
| 21. _____ | _____ | _____ |

ERIE

Hammett Motors
9199 Wattsburg Road
Erie, PA 16509
814/825-4989

To Whom It May Concern:

I have several concerns regarding the AutoReturn Pilot Program.

Being in the Family Business since 1947, through my grandfather, dad, myself and my son. We have worked hard to gain a good reputation within the community and surrounding areas from towing to auto repair services.

We joined AR dispatch on December 3, 2013. Since Dec 3rd to Jan 31st we have had only 11 dispatched calls and 1 call we declined. We have been dispatched through my I Phone or our land line at our business with no consistency or pattern as to how get correct information.

Out of the 10 calls we have been dispatched out of the area of where we usually towed before this pilot program. We are located 2.5 miles from I 90 & RT 8 and have no tows since December but have been dispatched 10 miles or more for other tows.

Tows that are just a couple of miles away we are not being dispatched for. Where are they going? PSP has suspended a tower at a satellite operation for not being staffed. With this new program the tower is getting calls dispatched out from that location. Who is enforcing the regulations?

On January 28, 2014, I received a call on our shop land line from AR dispatch which was generated by computer which said that I have an accident in Wattsburg, it gave me all kinds of numbers that I could not understand (Because it's a computer generated message you are unable to ask questions) I waited for AR to call me back, it gave me the same information, so for the third time AR called back again I spoke to a dispatcher. She looked up the information and told me that I was dispatched by longitude and latitude, I said because I was not going to fly to the scene I would need an address. She gave me the address and I proceeded to the tow. All this time involved when I could have been in route. This is just one of the many problems we are having with AutoReturn.

Sincerely,

Andy Kania
Hammett Motors
Owner

Carl's Towing

ERIE

If it is so great than where's the facts

I am writing this letter as a concerned Pennsylvania citizen, a taxpayer and a son of a small business tow operator.

December 3rd 2013, a pilot program was implemented by the Pennsylvania State Police and a company named Autoreturn in California.

Tow operators of the small businesses some of whom have been in business for over 60 years and have had great working relationship with the trooper of the PSP, but now the Superiors of the PSP and Autoreturn are now telling tow operators if they wanted to continue towing for the PSP they would have to sign a contract with Autoreturn, and charge an additional \$35.00 to consumers in which \$22.50 goes to the state of California .

Many of the tow operators have always placed their trust in the State troopers. They have always had a great working relationship and there was no need to doubt the PSP in their judgment. While some tow operators signed the contract because of that trust, others are strongly opposed and questions the reasoning for the contract with California. The operators that haven't signed the contract did so because of their many safety and economic concerns for the Pennsylvania residents. They are sticking up not only for their small tow business but also for the economy of the State of Pennsylvania and the safety for the citizens.

Supposedly the purpose of the contract was to increase service levels to the motoring public by allowing Troopers to return to patrol duties more quickly and automating the current paper based reporting system used by the PSP agency for managing and dispatching tow services. It is policy of the PSP to provide the necessary assistance to motorists in need in a timely, efficient, and safe manner, and to quickly restore the free and safe movement of traffic to maintain effective operations. Previous to the implementation of the pilot program small business tow operators were dispatched by the PSP to the scene of an accident. This communication of dispatch was with **One call**.

The dispatching of a tow truck now under Autoreturn works like this; a trooper must report the incident to the PSP dispatch, who in turn types it into a computer and sends it to Autoreturn in California, then Autoreturn send a dispatch to the tow operator via automated message. If the first automated message isn't answered the automated message goes down the list of alternate numbers. If the tow operator needs an additional information (i.e equipment, location clarification) the whole process starts all over except in reverse. Huh? Does this sound like quickly restoring the free and safe movement of traffic, playing the waiting game.

The Superiors of the PSP and Autoreturn have stated numerous times that the pilot program is working great here in Erie, however 80+ tow operators and 45+ Volunteer fire departments beg to differ. Unlike Autoreturn and the Superiors of PSP whom are using just words to state that the program is working great I will present some of facts to dispute their claim.

On January 25th 2014 a Pa State Trooper had called a tow business around 12 pm while I was there, the trooper stated on the phone that he was in need of the tow operator trucks because of a six car pileup on I-90. When the owner inquired about not being contracted with Autoreturn program the trooper had replied "I don't care" if you have 2 or 3 trucks just bring them, they have things so messed up. The trooper didn't seem to care if the dispatch was called into Autoreturn in California, he truly cared about the number one priority, the citizens, their safety and to get the scene cleared to reopen the traffic flow to reduce the chances of more problems.

When we arrived at the scene there was one other tow operator already there, after 45 minutes of us being there another tow operator showed up and after the scene was already cleared and traffic was flowing another tow operator showed up. I can't say who was dispatched from Autoreturn in California but I do know that we weren't and we were the second tow operator on the scene.

While the PSP superiors are implementing this program, it is the PSP troopers that are out in the community dealing for the bad decision made by their Superiors.

Why is that when people are put in higher positions they think they know best and they forget that it was their previous common sense that has gotten them to where they are today.

Do they have something to gain from this nonsense or can they really explain with written facts that the program really allows Troopers to return to patrol duties more quickly.

I must commend this PSP trooper. The mentality and common sense of this trooper along with so many other PSP troopers is a very different belief than their superior counterparts. The superiors of the PSP can say the words, but the actions of the PSP troopers in the field speak volumes.

Sincerely,

Carl Houtt

TOWING AND TOWING STORAGE FACILITY STANDARDS ACT 73 P.S. 1971.1

The Towing Industry in Pennsylvania is regulated by the Tow Act and by the PSP regulations FR 6-2.

The towing industry in PA is made up of private family owned businesses. It is essential for business to have a consistent and predictable business environment to plan and grow. A healthy tow industry that invests in equipment, training and personnel is essential to clear our roads and serve the public. It is essential that the tow industry feels comfortable to invest so we have reserve capacity to handle the accident surges we have in winter.

It is hard to justify buying a \$100,000.00 tilt bed, a \$250,000.00 HD wrecker, or a \$500,000.00 HD rotator if you are worried about what tomorrow will bring.

The 115 Tow Responders that are appealing to you for assistance believe that a third-party regulator that has apparent absolute authority to do and/or change anything it wants, any time it wants, is not conducive to a healthy tow industry.

If the legislature deems it necessary to enhance regulation on the tow industry then the legislative process will result in a consistent and predictable business environment that small business needs to plan and grow.

The Tow Act clearly states that the office of the Office of Attorney General, Bureau of Consumer of Consumer Protection. Therefore, if the PSP no longer wish to deal with the few bad tow companies then they can refer all the cases to the Bureau of Consumer Protection.



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

KATHLEEN G. KANE
ATTORNEY GENERAL

January 21, 2014

Bureau of Consumer Protection—Administrative Office
15th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120
(717) 787-9707

Hovis Auto Wrecking Inc
5074 Emlenton Clintonville Rd
Emlenton, PA 16373

Re: Towing and Towing Storage Facility Standards Act

Dear Tow Truck Operator or Towing Storage Facility:

The Office of Attorney General's Bureau of Consumer Protection ("Bureau"), understands that you, and all others receiving this letter, may be operating a tow truck and/or a towing storage facility. The Pennsylvania Towing and Towing Storage Facility Standards Act, 73 P.S. § 1971.1, *et seq.* ("Towing Act") provides specific requirements for tow truck operators, towing storage facilities and the people who use your services. Among those requirements are:

- Registration of any/all tow truck(s) with the Pennsylvania Department of Transportation (PennDOT).
- Posting of towing fees, storage and related service fees, and hours of operation at the storage facility.
- Providing vehicle owners or operators with a notice containing the name, address, and telephone number for the point of contact at the storage facility.
- Providing the vehicle owner or his authorized representative with a written, itemized listing of any charges for towing, storage and related services.
- Accepting payment from the vehicle owner or his authorized representative, whether made in cash, by a credit card from a common issuer, or by a check from an insurance company or authorized tower or salvor acting on behalf of the insurance company.
- Providing reasonable access to towed vehicles during posted hours of operation to allow inspection and retrieval by the vehicle owner or his authorized representative, law enforcement officials or authorized municipal personnel.

Hovis Auto Wrecking Inc
Re: Towing and Towing Storage Facilities Standards Act
January 21, 2014
Page Two

- The release of a towed vehicle, upon request from the vehicle owner or person authorized by the vehicle owner, upon payment for the towing, storage and related services and during the facility's posted hours of operation, unless law enforcement has requested that the vehicle be held.

The Bureau is responsible for the enforcement of the Towing act, a copy of which is enclosed for your review. Please note that Section 1971.4 makes a violation of this law a violation of the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* ("Consumer Protection Law"). Should the Bureau receive complaints about your business practices, we will take appropriate action to review them and ensure your compliance with the Towing Act and other applicable statutes and regulations. The Consumer Protection Law provides for the assessment of civil penalties and restitution, along with injunctive relief, against those who violate its terms. A copy of this law can be found on our website at: <http://www.attorneygeneral.gov/uploadedFiles/Unfair%20Trade%20Practices%20and%20Consumer%20Protection%20Law.pdf>.

You are also required to comply with the regulations promulgated by PennDOT concerning the registration of miscellaneous motor vehicle businesses, and other applicable statutes and regulations. See, 67 Pa.Code § 53.1, *et seq.* Sanctions for violation of these PennDOT regulations are outlined in Section 53.9. 67 Pa.Code § 53.9.

We encourage you to familiarize yourself with the statutes and regulations that apply to your business. Questions concerning the PennDOT statutes and regulations should be directed to:

Bureau of Motor Vehicles, Dealer Registration Section
P.O. Box 68283
Harrisburg, PA 17106-8283
Telephone: 1-800-932-4600/TTY: 1-800-228-0676/Facsimile: (717) 705-2400
www.dmv.state.pa.us

If you have questions about the Towing Act or the Consumer Protection Law, please feel free to contact the Bureau. We look forward to your compliance with Pennsylvania law.

Very truly yours,



Linda J. Williams
Chief Deputy Attorney General
Director, Bureau of Consumer Protection

LJW/klm
Enclosure

Towing and Towing Storage Facility Standards Act—73 P.S. § 1971.1, et seq.

§ 1971.1. Short title

This act shall be known and may be cited as the Towing and Towing Storage Facility Standards Act.

§ 1971.2. Definitions

The following words and phrases when used in this act shall have the meanings given to them in this section unless the context clearly indicates otherwise:

"Tow truck operator." A person performing towing in this Commonwealth, including the owner or operator of towing equipment.

"Towing." The moving, removing or recovery of a motor vehicle at the scene of a motor vehicle accident, regardless of whether the vehicle owner or operator consents to the moving, removal or recovery of a motor vehicle and for which a fee, not including dues to a club or association which provides such services, is charged.

"Towing storage facility." The location where a motor vehicle has been towed as a result of a motor vehicle accident and is securely stored pursuant to an agreement with the tow truck operator who has towed the vehicle.

§ 1971.3. Standards for tow truck operators and towing storage facilities

(a) General requisites.—A tow truck operator and, where applicable, the operator of a towing storage facility, shall:

- (1) maintain a physical street address;
- (2) properly register the tow truck with the Department of Transportation;
- (3) display the name, address and telephone number of its tow truck business on the tow truck; and
- (4) post the towing fees and the storage and related service fees and hours of operation at the towing storage facility.

(b) Time of notice.—At the scene of an accident, a tow truck operator shall provide the owner or operator of the vehicle if the owner or operator is at the scene with a notice containing the name, address and telephone number for a point of contact to be informed where the vehicle is to be stored.

(c) Accident.—A tow truck operator shall undertake towing at the scene of a motor vehicle accident only if summoned to the scene by the vehicle owner or vehicle operator, or law enforcement personnel or authorized municipal personnel, and is authorized to perform the towing as follows:

- (1) The owner or operator of the vehicle being towed shall summon to the scene the tow truck operator of the owner's or operator's choice in consultation with law enforcement or authorized municipal personnel and designate the location where the vehicle is to be towed.
- (2) The provisions of paragraph (1) shall not apply when the owner or operator is incapacitated, otherwise unable to summon a tow truck operator or defers to law enforcement or authorized municipal personnel.
- (3) The authority provided to the owner or operator in paragraph (1) may be superseded by the law enforcement officer or authorized municipal personnel if the tow truck operator of choice cannot respond to the scene in a timely fashion and the vehicle is a hazard, impedes the flow of traffic or may not legally remain in its location in the opinion of law enforcement or authorized municipal personnel.

(d) Repair and storage.—As a condition of towing a vehicle at the scene of an accident and prior to the towing, a tow truck operator shall not:

(1) secure the signature of the vehicle owner or vehicle operator on a document that requires authorization to repair the vehicle; or

(2) secure the signature of the vehicle owner or vehicle operator to authorize storage of the vehicle for more than 24 hours.

(e) Release of towed vehicle.--Upon a request from the vehicle owner or a person authorized by the owner to regain possession, a tow truck operator or operator of a towing storage facility shall not refuse during the posted hours of operation to release a towed motor vehicle unless law enforcement has requested that the vehicle be held. Release shall be conditioned on the payment for towing, storage and related services. All charges shall be itemized and in writing. Payment may be made with cash, a credit card from a common issuer or a check from an insurance company or authorized tower or salvor acting on behalf of the insurance company.

(f) Access to vehicle.--A tow truck operator or towing storage facility shall provide hours of operation that reasonably allow access to a towed vehicle and shall grant reasonable access to the towed vehicle during its posted hours of operation for the purpose of inspection and retrieval by law-enforcement-officials or authorized municipal personnel, the vehicle owner or a person authorized by the owner under this act.

(g) Storage fee prohibited.--Unless law enforcement has requested that a vehicle be held, a tow truck operator or towing storage facility shall not charge a storage fee for any period during which it has refused reasonable access during posted normal business hours as required in subsection (e) or has refused to allow authorized inspection of the vehicle under inspection rights in 75 Pa.C.S. § 1799.4 (relating to examination of vehicle repairs) or section 11 of the act of December 29, 1972 (P.L. 1713, No. 367), [FN1] known as the Motor Vehicle Physical Damage Appraiser Act.

[FN1] 63 P.S. § 861.

§ 1971.4. Violations

A violation of this act is also a violation of the act of December 17, 1968 (P.L. 1224, No. 367), [FN1] known as the Unfair Trade Practices and Consumer Protection Law.

[FN1] 73 P.S. § 201-1 et seq.

§ 1971.5. Coordination of laws

(a) Local and municipal ordinances.--This act supersedes local or municipal ordinances only to the extent that those ordinances regulate towing and storage operations that are in conflict with and less stringent than this act.

(b) Criminal investigations.--This act shall not supersede or otherwise cause interference with any Federal or State criminal investigation or prosecution.

(c) Federal and State law.--If any portion of this act is preempted or superseded by Federal or State law or is declared invalid by any court of competent jurisdiction, the remainder of this act shall remain in effect.

INDUSTRY FOCUS – JOHN GLASS

This section focuses on the use of a third party dispatch such as AutoReturn is CONTRARY to health and safety and the industry movement towards Traffic Incident Management.

1. Resume John Glass –

John is an industry expert. He is currently the President of the Garden State Towman's Association (GSTA), New Jersey, and past Vice President and Legislative Chairman for National Towing and Recovery of America (TRAA).

2. National Traffic Incident Management Responder Training Program

The U.S. Department of Transportation, Federal Highway Administration, training program emphasizes the need for accurate clear communication and knowledge of traffic incident management assets are essential to proper dispatch and health and safety. AR's automated response and delayed response time do are a step backward for health and safety and incident management. (Tow Responder notes and emphasis added)

3. Garden State Towing Association, Inc., - Third Party Private Dispatching position statement.

This section sets forth compelling reasons why third party private dispatch is BAD for health and safety, BAD for the motoring public, BAD for the State of Pennsylvania and BAD for the towing industry.

RESUME

John Glass
28 Glenbrook Road
Morris Plains, NJ 07950
(973) 267-4634

Personal: Married Birth date: June 30, 1954

Graduated Ridge High School, Basking Ridge, New Jersey 1973

Graduated Ferris State College, Big Rapids, Michigan 1977

Associate Degree in Automotive Repair.
Associate Degree in Auto Body Repair.

Nationally certified Level 3 towing and recovery operator.

Work Experience:

April 1980 - Present:

Owner of Morristown Auto Body, a licensed body shop with the state of New Jersey.

Towing and recovery of cars and heavy-duty vehicles.

North East Auto Body Association:

- Past Vice President for the Board of Directors.

National Towing and Recovery Association of America, TRAA:

Past Vice President
Past Advisor under two different presidents.
Past TRAA Legislative Chairman.

Instrumental in developing:

- National Certification Program.
- Incident Management procedures and communicating with Federal Highway Agencies.

- Working on and presently involved with national legislation issues.
- Motor Club committee and panel representative.
- Presently TRAA representative and liaison for New Jersey.
- Consultant and advisor for states across the country in legislative issues.

Garden State Towman's Association, GSTA:

- Past Vice President.
- Past President, 4 years.
- Past Education Chairman.
- Present and past Legislative Chairman.
- Present and future President.
- GSTA Representative for the New Jersey State Police Incident Management Committee and liaison.
- GSTA and towing representative for New Jersey Insurance commissioner's office.
- Help write and develop towing ordinances for New Jersey towns and municipalities in regards to town towing and storage of vehicles.
- Develop and passed State Legislation and Regulations.
- Represent the towing industry and work with New Jersey Agencies and departments of the:
 1. New Jersey Turnpike.
 2. Garden State Parkway.
 3. New Jersey State Police.
 4. League of Municipalities.
 5. Police Chiefs Association.
 6. New Jersey Insurance Commissioner's Office and Insurance Companies.
 7. New Jersey Motor Vehicle.
 8. New Jersey Legislation.
 9. Traffic Officers Association.

Conference of the North East Towing Association, CNTA:

- Past Secretary.
- Past President.
- Present Vice President and New Jersey Representative.

American Towman's Magazine:

- Past Editorial advisor.
- Help develop the American Towman's tow show.

Tow Times Magazine:

- National Publication Advisor and Consultant.

John Glass
President

**Professional Towing
& Recovery**

**MORRISTOWN
AUTO BODY INC.**

Lic. # 01072A

"REPAIRS AS SMOOTH AS GLASS"



17 Martin Luther King Avenue
Morristown, NJ 07960

Fax: (973) 267-3059
Tel: (973) 267-7865

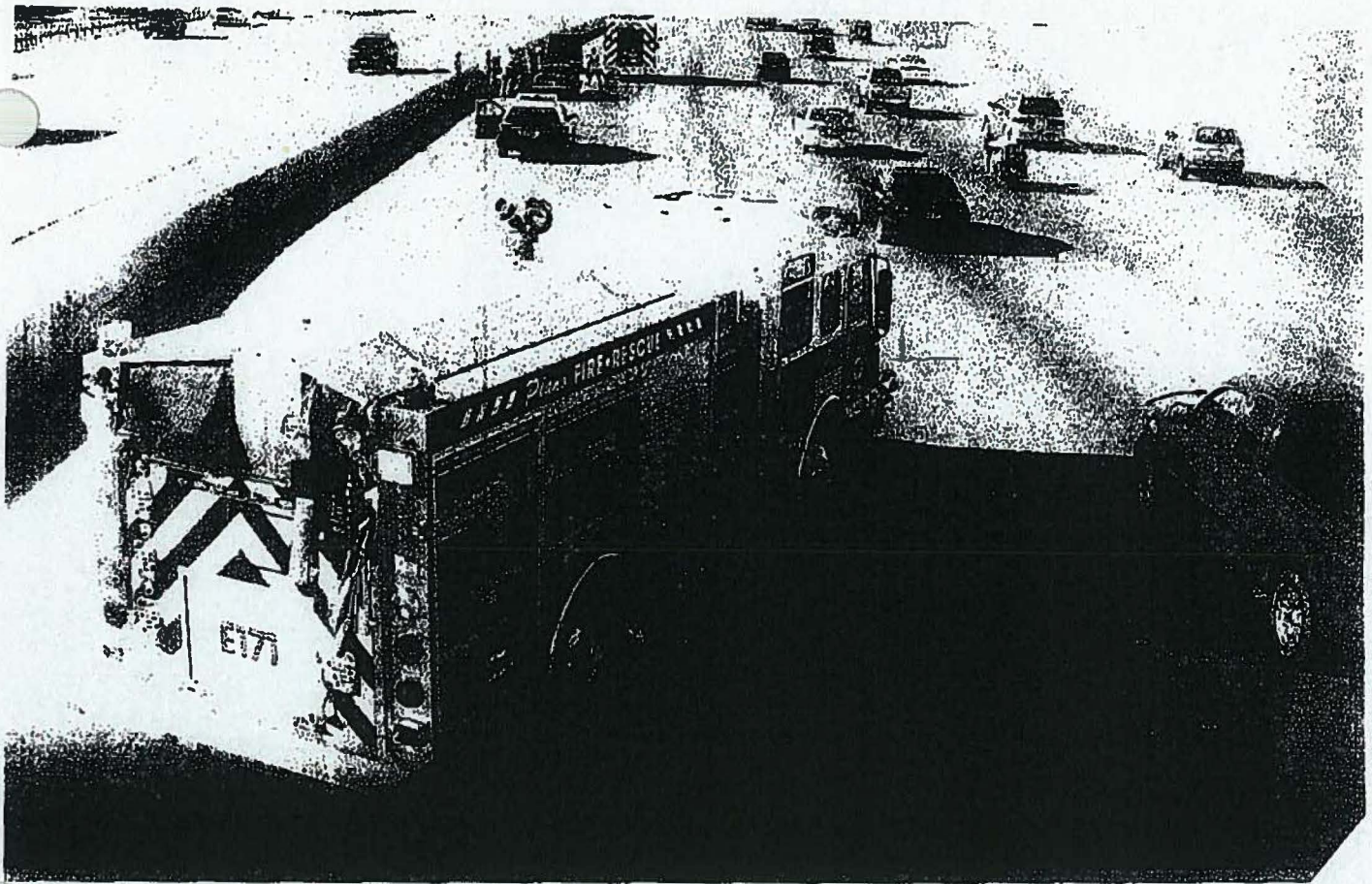
**GARDEN STATE
TOWING ASSOCIATION**



JOHN GLASS
President

P.O. Box 768
Red Bank, NJ 07701
jhg@gsta.org

732-530-GSTA (4782)
Direct: 973-287-7865
Direct Fax: 973-267-3059
Website: www.gsta.org



National Traffic Incident Management Responder Training Program

Train-the-Trainer Guide

August 2013



U.S. Department of Transportation
Federal Highway Administration



SHRP2 SOLUTIONS
STRATEGIC HIGHWAY RESEARCH PROGRAM

AMERICAN ASSOCIATION OF
STATE HIGHWAY AND
TRANSPORTATION OFFICIALS
AASHTO
FOR THE PEOPLE OF THE UNITED STATES

TRB

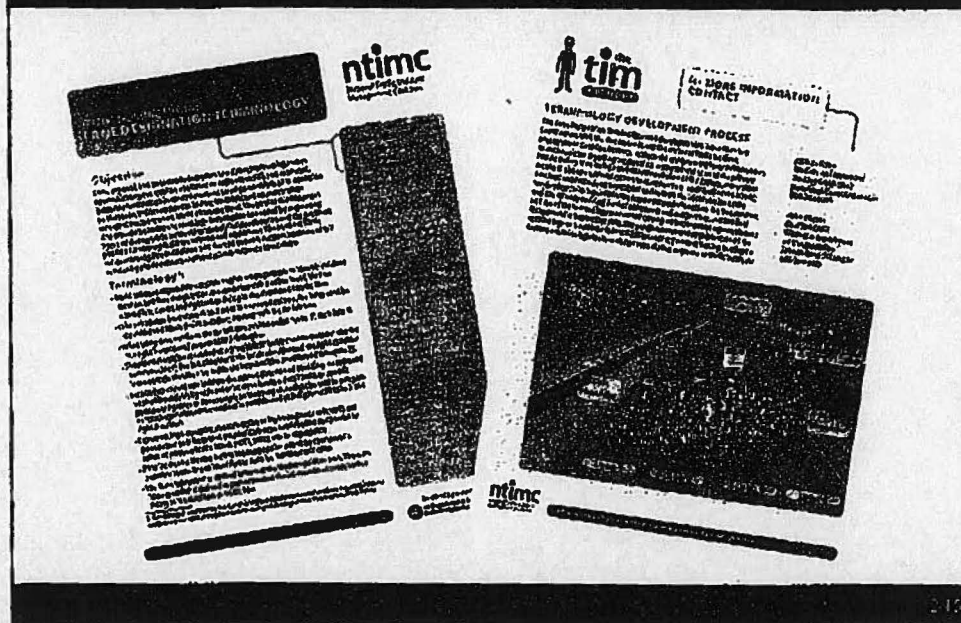
Accurate, clear communication among all disciplines involved in TIM means responders arrive at the scene quickly, meet quick clearance goals and clear the scene sooner, and improve safety for themselves and those involved in incidents

Lesson Objective

- Paraphrase slide content and highlight the need for common terminology among responder groups

Lesson 2

Terminology



Lesson Objective 2.4

- The National Incident Management System (NIMS) requires the use of the Incident Command System (ICS) at traffic incident scenes
- ICS requires the use of uniform terminology and plain English
- Incident communications should be easily understood by all responders and responder disciplines
- This ICS requirement is supported by the third objective of the National Unified Goal, which is prompt, reliable, interoperable communications
- The multi-disciplinary NTIMS provides a standardized roadway terminology system

Public Safety
Communications Centers

- Telecommunicators are often the first to receive notification of an incident and are responsible for:
 - Providing a basic assessment of the situation
 - Dispatching an appropriate response based on their knowledge of available resources

Lesson Objectives 3.1 and 3.2 4-Hour Version Slide 4H-47

- The first step of the TIM process is detection, a term used to refer to the discovery of an incident
- Incident detection can be a call from the parties involved in the incident or a call from a passing motorist
- Incidents may also be detected by responders who happen upon them
- Telecommunicators working at public safety communications centers are typically the first to receive notification of an incident
- TIM training is very beneficial to telecommunicators, given their important role
- Understanding TIM concepts and terminology ensures telecommunicators are able to aid responders
- Knowing available TIM resources and assets is part of a telecommunicator's basic duties

- Regional PSP Barracks/RCO's → know resources better than A.R.
- 911 County/EMA → know all county resources; Emergency plans in place.

Lesson 3

Public Safety Communications Centers

- Telecommunicators receive information from multiple sources including:
 - Telephone
 - Mobile data computer
 - Two-way radio
 - Real-time video observation



Lesson Objective #1

- Prompt and reliable interoperable communications has been recognized as a foundation of TIM since the beginning (Recall the NUG)

1. Responder Safety
2. Safe, Quick Clearance
3. Prompt, Reliable, Interoperable Communications

AR send out computer dispatch w/o live communication or interaction.

- The nature of their job requires telecommunicators to be proficient at multi-tasking
- Dispatch personnel use the telephone to receive calls from the public as well as other agencies

- Telecommunicators communicate with field units via radio and mobile data computers

- They are the conduit of connection between individuals, agencies, and other resources

- Effective communications is essential for responder safety

- The accuracy, timeliness, and overall quality of information received by dispatch has a significant impact on effective TIM

Now operators have been given longitude & latitude coordinates to respond to via automated dispatch.

Lesson 3

Transportation Management Centers (TMCs)



Lesson Objective 3.3

4-Hour Version State AH-42

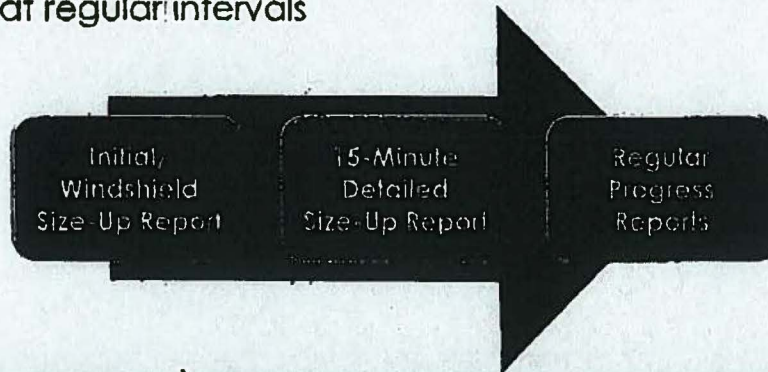
- Transportation Management Centers, or TMCs, are also called Traffic Operations Centers, or TOCs
- • TMCs may be operated at the local, regional, or state level
- TMCs serve as the hub for the collection and dissemination of incident information and they play a critical role with incident detection and verification
- In general, TMCs monitor roadway conditions, provide support to motorists and field personnel responding to roadway incidents, and actively manage traffic flow

Ms. California based; little knowledge on connection with local aspects.

Lesson 3

Progress Reports

- A detailed scene size-up should be provided within 15 minutes
- Additional progress reports should be provided at regular intervals



Lesson Objective

- The initial arrival/windshield size-up report provides a quick assessment of the scene for dispatch and other responders monitoring the channel
- • A more detailed size-up report should be conducted within 15 minutes of arrival at the scene
- • For the duration of the incident, progress reports should be communicated at regular intervals to provide an update on how response, traffic management, and clearance activities are progressing

• Communication w/ 911 w-EMA + PSP easily accomplished due to regional asset awareness.
 * AR much less capable → no local asset awareness or weather awareness.

- **Traffic Conditions**

- Length of traffic queue
- Traffic control needs
- Detour/alternate route needs

- **Towing and Recovery** – Provide accurate, detailed vehicle info

- **Additional Resources**

- Helicopter EMS services
- Crash investigation/reconstruction
- Medical examiner/coroner

Lesson Objective 3.4

- It should be highlighted that even if additional resources are not needed immediately, the resource request should be made as soon as possible to ensure timely response
 - For example, even if a crash investigation team is required at the scene, the towing and recovery provider should be contacted early so that they can plan their response, arrive on the scene, and be prepared to work as soon as directed to do so

* The need for live accurate communication and coordination of all resources is the overarching theme. AR cannot accomplish this as well or at all for PA motorists!

Lesson 9

Quick Clearance Decisions

- If the vehicle is still functional, have motorist move it out of the roadway onto the shoulder, if possible
- If the vehicle is not functional, an appropriate-sized tow truck must be called
- If the disabled vehicle is commercial and has spilled cargo, it must be determined if the cargo is hazardous before initiating clearance
- If authority removal legislation is in place, determine if vehicle and/or spilled cargo can be moved out of travel lanes

Lesson Objective 9: Discuss the key decisions that will need to be made at an incident that have a direct impact on getting lanes open as soon as possible

- Discuss the key decisions that will need to be made at an incident that have a direct impact on getting lanes open as soon as possible
- Paraphrase slide content



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THIRD PARTY PRIVATE DISPATCHING

There is absolutely no reason, purpose, or need for Third Party Private Dispatch companies (A Motor Club) handling or being involved with law enforcement tows and dispatching.

1. Law Enforcement are all in charge of traffic operations:

- Directing traffic
- Accident Investigations
- Accident Reports
- Controlling traffic flow
- Protecting and policing the roadways.

2. Law Enforcement dispatchings primary purpose is to dispatch and coordinate emergency response:

- Fire
- Utility companies
- EMS
- Hazmat
- DOT
- Towers

A.) Central dispatchers controlling all information, from all parties, and passing vital information to responders.

B.) They know the area, weather conditions, and people involved.

C.) Federal Highway insists on Incident Management, good, fast, accurate, information between all responders.

3. Law Enforcement will still need dispatchers for Police Department, Fire, EMS, and ETS.

Dispatchers will still be needed to answer phones for consumers and handle walk in traffic.

4. The Law Enforcement dispatch system has worked for years and is not broken or inadequate.

- If needed, refine the system as needed.
- Work with all agencies involved to make it work better, easier, and/or correct flaws.
- We do not need to reinvent the system or process.

5. Saving money, cost cutting to emergency response is not always the best choice.

Third Party Dispatch is misleading the consumer and having the consumer pay more than he should for services:

- Consumer paying \$35.00 for administrative fees that goes directly to Third Party Dispatch.
- Consumer appears to be paying a tax for dispatching help or services to him.
- If considered a tax, it may not be authorized or approved by the Legislator.
- The state collects taxes and the public pays taxes for Police, Fire, EMS dispatching and service.
- The states may collect Federal Funding for support to state agencies.
- Police need to find a way to work within their budgets and not keep going to the public or private services for funding their responsibilities.

Misrepresentation of price to the consumer for service charges:

-For tow	\$100.00
-Charging Administrative fees:	<u>\$ 35.00</u>
Total cost for tow to consumer	\$135.00

Third Party Dispatch contracts with towers at a disconnected rate for providing service to remain on their list:

- Charges consumer	\$135.00
- Pays tower	<u>50.00</u>
Third party profits	\$ 85.00

Consumer paying more for towing then what the providers is collecting. Third Party Dispatch is making and charging the consumer \$85.00 more than what he should pay or can get the service for..

Consumer Fraud

1. Misrepresenting the cost and service to the consumer.
2. Misleading the consumer.
3. Misrepresenting price cost of service.
4. Appears to be fraud.

You would not want Third Party Dispatching for emergency response and situations.

1. Dispatching from an out of state location to someone or agency that does not know what is going on can cause time delays, misleading and inaccurate information.
 - Good, accurate and timely information and coordination of emergency responders responding is critical to any situation for all parties involved.
2. Emergency responders (towers included) safety will be a risk with lack of communication and information.
3. Federal Highway and Incident Management works under a team response, sharing information, working together through central command with all parties working together and receiving good, proper, timely, information.
4. Police Department could not accept or work with a third party dispatching system out of state.
 - a. Officer being shot at and needs emergency help.
 - Additional assistance.
 - How to enter the scene.
 - Medical attention.
 - Safety issues.
 - Swat team deployment.
5. Fire department responding to a fire would not be able to work with third party dispatching system out of state to relay life or death information.
 - More equipment, men and fire department needed (time is critical).
 - How to approach the fire, the dangers and conditions at hand.
6. Extreme situations, emergency and/or weather related conditions, third party, out of state dispatching will not work efficiently or understand the needs of responders.
7. Would you really want your emergency responder relying on information and dispatching by a Third Party that is out of the area, out of state, or possibly out of the country.
 - Police.
 - Fire.
 - EMS.
8. This type of dispatching and communication can put all emergency responders, the public, and the community at risk. There is a strong argument that it could have a tremendous impact on safety, life, and death situations.

Third Party dispatching, out of state, dispatching centers works like and is very similar to a motor club theories, logic and intentions.

1. They will not know and/or understand the weather conditions.
2. They will not know the immediate area, terrain, and how best to get there.
3. They will not know emergency responders that are responding.
 - Their equipment.
 - Their capabilities.
 - Their locations.
 - Who should be called?

Motor Club dispatching has a history with Law Enforcement and Incident Management agencies:

1. It does not work.
2. Too long on the phone trying to get an answer or have someone to help them
3. They ask for a lot of questions and information before they can send help.
4. Law Enforcement never knows who, what, or when the towing companies are coming.
 - Motor Club has to find a provider to respond.
 - Motor Club has to find a responder that is not too busy with other calls to respond in a timely manner.
5. Bad weather conditions and overload of phone lines prevents phone calls being answered and trucks being available.
6. Loss of good communication without direct contact of people in charge and responding companies.
7. Responding towers may not be responding with the right equipment, and ability to do the job at hand.
8. Inadequate communication for service restricting response time and ability.
9. May not be able to take care of the consumer and law enforcement needs.

GPS and computer dispatch of closest truck and/or garage to the scene.

- 1. May not be the right truck or operator for the job. Example, wheel lift, or flatbed.
Experienced on non-experienced operator needed.**
 - 2. May be tied up on another call or another project.**
 - 3. Sending multiple trucks to the scene to make sure call is handled quickly will cause safety
issues and disruption between providers.**
- False alarm fires put everyone in danger and restrict service to other people in need
of help.**

Law Enforcement typically requires 24 hour dispatching and communication directly with towing companies. They want to talk to a person and not have answering services, beepers, and/or answering machines.

1. Police have direct contact and communication with towing companies and drivers.
2. Why would law enforcement deal with or accept a dispatch company that communicates through computers, text messaging, etc.
 - Law Enforcement to third party dispatch by computer, text on hold, answering machines.
 - Third party dispatch to tow by computer, text, e-mail.
3. Third Party dispatching and communication through e-mail, text messaging, answering machines, would go against and not conform with present law enforcement standard operating procedures (SOP) and requirements.

Third party dispatching companies getting involved in telling customer how much the service should be and pricing out the service.

1. Dispatch service will know nothing about the job, weather conditions, the scene or the needs of the job.
2. Dispatching services will not know anything about the people, consumer, or situation at hand.
3. Towing, emergency response is not a cut and dry computer generated answer or type of work.
4. Why would third party dispatching provider, not on scene, with no involvement of the job have the ability to decide:
 - A. How much the incident should cost?
 - B. How many trucks and people are needed?
 - C. What kind of trucks should be used?
5. Fast recovery, incident management, emergency response not dictated by cost and happy consumers.
6. Disputes of pricing and/or damage claims can be and are handled between the two parties involved (towers and consumer) if they cannot resolve their differences then there are legal procedures that both parties can pursue.
7. Third party dispatch policies sounds a lot like health insurance and medical providers disputes:
 - Health insurance trying to control cost and not look out for what's best for the patient.
 - Health insurance telling doctors how to do their jobs and what is needed and not needed.
8. Third party dispatching services, motor clubs, and insurance companies have the same interest.
 - They want to make as much money, profit as possible.
 - They want to contain cost however they can.
 - They are not looking out for the provider's best interest.
 - They are a for profit company.

State Police and Law Enforcement agencies perception is that they should enforce the law and constitution on criminal activities. They appear to not want to be involved in dealing with tow trucks, traffic issues, an dispatching.

1. They have traffic department:
 - A. Accident reporting.
 - B. Accident investigation.
 - C. Making accident reports.
 - D. In charge of directing traffic and traffic control.
 - E. Standing by to assist with construction jobs in roadways.
 - F. Patrolling the highways for vehicle and traffic violations.
 - o DWI's.
 - o Unregistered, insurance, unlicensed motorists.
 - o Moving violation, speeding.
 - o Parking violations.

Law Enforcement agencies have:

- A. Dispatching.
- B. Administrative personnel.
- C. Police involved program.
 - DARE.
 - Neighborhood watches.
 - School programs.
 - Crossing guards.
 - Awareness programs.
 - DWI check points.
 - Community programs.
 - Traffic studies.

The public loses.

The consumer loses.

The police officers lose.

The towing industry loses.

Being saddled with a third party dispatch interested in profit that should not be involved.

Restricting them for doing a good job, proper job, without tying their hands.

It appears to be only a win for the state police or law enforcement and lets them do less work, less responsibility

Takes jobs and employment opportunities away from local and state residents.

Takes jobs and income away from supporting businesses that have a direct or indirect loss of income.

State loses tax revenue and income from the money that third party dispatch pay to out of state, states.

- Loss of revenue to state on additional fees collected.

State and economic concessions for third party dispatching services that are conducting business from out of state.

- The objective today is to provide jobs and personnel for jobs to residents of our state.
- Providing jobs to residents of our state help keep the state economy going forward and help the economy grow within our state.
- Some of the downfall of our economy and good quality service within our states, corporations and service related industries have been:
 - a. Compensation of companies and people
 - b. Experienced, seasoned people being replaced with younger inexperienced persons.
 - c. Departments and people expected to do more with less people and less time
 - d. Automated communications.
 - e. Economic growth, employment of resident's economical support to the home state and community will be lost and compromised by this program.
 - f. Program does not support and encourage growth of small business within the state that helps support the economy and employee local people.

Third party dispatch from out of state companies do not support or provide revenue or economic advantages to the state's or local counties.

- All administrative monies collected by the company go to support out of state companies, employees, and economy.
- Taxes for revenue generated within state are collectively paid to another state.
 - a. The home base state of the dispatch company receives the taxes.
- Economic growth and jobs are lost to the home state and community.

Alternatives for not using Third Party Dispatching:

1. Hire civilian dispatchers instead of State Police Officers:
 - Put them through training.
2. Set up good SOP for Police Department and Towing Companies to protect them and the public.
 - Establish rates, file reasonable, customary rates with towing companies.
 - Let the legal system and insurance companies to deal with complaints of pricing.
 - a. It's been done for years.
 - b. Trucking industry and insurance company have it down to a science.
3. Lost, can't find cars.
 - Tower sends a list to Police Department on a daily, weekly, basis if needed and as needed.
 - Snow storms, large accident scenes will cause confusion but over a short period of time they can be addressed.
 - Make a web site, answering machine recording with list of towers in the area for customer to call after a storm.

Incident Management #1 solution equals communications with all emergency responders. The more information the better:

1. Direct communication is the best. Out of state, third party dispatch does not work.
2. Right equipment.
3. Correctly trained people.
4. Who to call for additional equipment if and as needed.
5. How to approach the scene and how to get there.
6. Fire, EMS, DOT, Paramedics, Helicopters, Electric companies.

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MARYLAND LEGISLATURE DOCUMENTING CONCERNS WITH AR THIRD-PARTY DISPATCH PROGRAM AND ISSUES WITH EXISTING PROGRAM IN BALTIMORE COUNTY.

These documents were provided to State Representative Dick Stevenson by the Maryland legislature. (emphasis added)

The documents show a lot of the same concerns that the tow responder's have with the proposed PA system. It also shows the existing AR program in Baltimore County has numerous serious issues we want to avoid.

1. Concerns with fees, revenue leaving state.
2. One sided contract with AR
3. AR has total control of towers business, no recourse
4. Tow companies afraid to voice concerns for fear of reprisals
5. No monitor of AR contract performance.
6. AR software and process is NOT user friendly and requires additional administrative time for police department and tow companies.
7. Desk officer not have time to fill out all data field on software requesting tow so crucial information missed and causes delays
8. System so burdensome during bad weather desk officer bypasses system and calls direct.
9. AR has full access to all personal data of towed citizen without their knowledge.
10. AR employees who handle access information not required to have background checks.
11. AR Maryland proposal and Baltimore County dispatch heavy duty as well as light duty via automated dispatch.
12. Concern that communication on scene (Incident Management) will be disrupted via loss of detailed information since PCO only provide what had time to type.
13. The additional time factor of PCO typing in needed information for AR dispatch system extends response time.
14. Accountability issue – when a problem occurs the police say it is a vendor issue and the vendor says it is a police issue – (Current example in Armstrong county with citizen complaint)

15. Accepting calls and using AR program while driving is unsafe and illegal.
16. Improper dispatching of operators causing delays
17. Tow Responders **NOT ALLOWED TO CALL POLICE OFFICER OR BARRACKS, INSTEAD MUST CALL CALIFORNIA WITH ANY QUESTIONS CAUSING DELAYS.**
18. Computerized dispatch system inhibits proactive communication of valuable information helping clear roadway quickly causing delays.
19. Call response time has increased because it takes longer to get dispatch to tow company.
20. The new system takes 5-7 minutes longer on police side to use system.
21. Desk Officer become data entry administrator for AR
22. AR continually blames Police Department for "human error" because system by its nature of mechanical dispatch and data entry loses crucial information.
23. Vehicle disposal issue at year end AR tow responder had 22 abandon vehicles.
24. Price setting issues
25. Dispute resolution a chilling and expensive.
26. Manner and communication by service manager is threatening.
27. City Police Report exists referring to the stalking of a Baltimore City/County tower – references suspects - AR Service Manager and Baltimore Towing's owner after AR lost the City contract.

Question and Concerns regarding the approval of a contract for towing management services between Auto Return and Maryland State Police Golden Ring Barrack

Baltimore County's (BC) contract with Auto Returns provides a dispatch software system and data collection software to document light, medium and heavy police initiated tows on Baltimore County roadways.

Presently Maryland State Police (MSP) does not have either one of these software programs. MSP dispatches the tow request by phone using a documented rotation list.

BC contract also designates AR as the only tow police initiated tow company for the county. They then hire towers to do the job and provides management of these towing companies providing the services -basic light duty towing, recovery and storage for police initiated tows. Their role includes but is not limited to areas assignments, response time monitoring, and auditing of compliance with Baltimore County Regulations, and determining recovery fees. The contract does not include managing the administration of abandon vehicles left in the towing storage yards.

Presently MSP Barrack towing supervisor handles the coordination of the towers based on MSP's internal procedures and also facilitates the proper release of stored and abandon vehicles. In October 2012 MSP was granted the authority by the legislation to develop their own regulations for police initiated towing, presently these are in draft form and have not been approved by appropriate government channels.

The services provided under BC contract are paid for by the towing company who is allowed by Baltimore County to transfer that expense to the owner of the vehicle or the insurance carrier when the car is retrieved from their storage yard. The payee has not idea that they are paying a fee to AR because it is not listed on the BC regulations as an AR Fee. If a vehicle is abandon in the yard the tower still pays the fee to AR, which at present is \$23.25 per vehicle. The payment to AR from the tower is cashed in California.

If this contract is approved as written MSP will not pay the fee, rather the state's small business tower, resident and insurance company pays the fee. The payment for this fee by the towing company will also be sent to California. None of the fees stay in Maryland. Baltimore County residents are paying a fee that they have no idea what it is for...

Presently AR does not have tow equipment nor has an active business in Maryland, except for this contract with the county. They lease a small office in Rockville where the service manager for this office resides. A contract would increase their revenue leaving the state of Maryland.

The BC towers now incur the burden of the fee for this service. They are fully accountable to pay for the number of cars towed or they lose their privelidge to tow in BC, which for most of them means they lose their businesses. Presently the towers are required to sign service agreements with AR in order to tow. These agreements are one sided and allow AR to take a tower of a list at any time for any reason. AR has total control of the towers business. This fact has left most towers in the county afraid to speak up to them and complain to the county.

If the contract proposed to the Board of Public works is approved AR will have total control of the towers who presently tow on the highway. AR will have the option not use a tower and remove them from a rotation for no reason at all and the tower has no recourse.

Question and Concerns regarding the approval of a contract for towing management services between Auto Return and Maryland State Police Golden Ring Barrack

While it may be a benefit for MSP to acquire a free software system, it is not a benefit for the towers who will lose their jobs.

BC believes the contract that they have issued with AR takes them out of the towing business. But they never were in the business they have been outsourcing this function for over 25 years.

Presently there are serious issues regarding the way AR manages the BC towers. BC administration is not monitoring this vendor performance in this area.

Since this RFP was released in 2008 the police initiated towing market has opened and there are more competitive companies with stronger products than that of AR in operation.

If after a study is complete and MSP determines it needs a software system and a manager for the process it should be put out to bid because this fee is out of the control of consumer and they should be guaranteed that this is the best product and most cost effective fee.

There is a competitive market and the consumer is not being given the opportunity to benefit from the growth of the industry.

Administrative Issues Regarding AR

Securing a good data gathering software program enhances organization effectiveness in the workplace which promotes administrative efficiency. For a program to be effective the software output is only as good as the data put into it, so it needs to be very user friendly.

AR's program has three components. Dispatch software used by the police to enter the call, the communication transmit process that carries the data to a piece of dispatch equipment that the tower has and the software used by the tower to document the tow service and create an invoice. Presently each phase of the AR program is not user friendly and requires additional administrative time from the police department and the tow company.

When the contract first started AR used different software for the invoice called DTS. That program was more user friendly for the staff and provided the towing company the ability run operating reports. AR lost their license to use DTS software and so a new program Arles was released. As of today there are still problems on the towers side regarding the processing of the invoice.

The software system has certain hardware requirements. The towers and BC had to upgrade their infrastructures in order to run the software correctly.

The data entry fields for the dispatch system used by the police take time to complete. Presently in BC Desk officer inputs the tow requests into the system. This process takes time. Duty desk officers from BC usually only complete the basics because they just do not have time to all the data entry required. Many times the tower has to call the precinct to get more details on the call so they can make sure they have the proper equipment on the scene.

Sometimes, as in bad weather, they are just too busy to take the time to enter all the data. So they call direct as they say it just makes it simpler and more accurate for them.

Question and Concerns regarding the approval of a contract for towing management services between Auto Return and Maryland State Police Golden Ring Barrack

There is often confusion when dispatching medium and heavy duty calls. Based on this system the officer on the scene must indicate what type of truck is needed by looking at the GVW weight of the vehicle found on the inside of the car door. Many guess because it takes too much time on an emergency scene. There are accident scenes that need special equipment and the wrong truck is dispatched because the officer does not know and guesses the type of truck. This is a concern for the highway calls. All the responsibility for determining the type of truck is let to the officer. The tower is the expert and this system does not recognize that fact at all.

Does this agreement save on manpower or full time equivalents at the barrack or does it allow the towing supervisor fill needs on the road? The towing supervisor still according to motor vehicle law will be responsible for the proper release of any vehicle they have towed; a management company by law cannot handle that duty especially the issuance of CS78 for abandon vehicles.

Does participating in the agreement that Baltimore County has with Auto Return promote administrative efficiencies?

There is a question raised to Baltimore County that has not been addressed regarding the personal information that is stored in this software. The vendor has full access to personal data and is able to review it and use it whenever need. If this data was initiated by the police why is personal data allowed to be reviewed by someone outside the police department without knowledge of the consumer. Customers who pick up their cars do not know who Auto Return is and where their information is being stored and how it is being protected. Baltimore County allows AR employees to review customer information without any notification to the customer. All of the employees of the tow company who handle this data have to have criminal checks and the contractor employees who see this data are not required.

Does participating in this agreement that Baltimore County has with Auto Return promote Intergovernmental cooperation?

MSP Golden Ring Barrack is primarily responsible for both criminal and traffic enforcement on all Interstate highways in Baltimore County. Baltimore County Police handle the other roadways in the county. This agreement would not change the roles each agency has in the county. The agreement would simply have both agencies using the same management vendor. The incidents on the highways are handled according to MSP Internal procedures separate from BCP.

MSP on these highways in BC are the lead on the highway accidents. The agency provides Traffic Incident Management along with other government agencies and private sector companies including

Question and Concerns regarding the approval of a contract for towing management services between Auto Return and Maryland State Police Golden Ring Barrack

Fire and Rescue, Emergency Medical Services, Transportation, Public Safety, Towing and Recovery, Department of the Environment and Traffic Media.

This Traffic Incident Management process is planned and coordinated by MSP in order to respond to and remove traffic incidents and restore traffic capacity as quickly as possible.

Participating in this agreement with Auto Return has the potential to inhibit the direct partnership of the public and private sector on the roadway. Presently there are trainings and programs teach these agencies and private companies to work together to promote quick clearance. Each partner on the team must communicate directly with each other to insure that the road is open quickly and safely. The tower brings to this team a skilled recovery workforce with specialized equipment for the proper removal of vehicles. They are also responsible removing debris from the roadway and to protecting the victim's property and values at their storage yards.

If this agreement occurs as written in BC, Auto Return would become the primary provider for towing and recovery services for the highway and become the member of the Traffic Incident Management Team. AR would hire towers to do the job for them on the roadway but these providers would not have direct contact with the rest of the TIM partners as they do now. The communication on the scene with the providers would be disrupted until the tower arrived on the scene. The detailed information provided to the tower regarding the scene would be limited to what the PCO had time to type in the dispatch system.

For example, the PCO calls the tower direct says jack knifed tractor trailer. Towing dispatches heavy duty recovery team, the lead recovery specialist calls the barrack back asks questions like how far over, what are they on top of, are the tractors loaded and with what - Is the load a hazmat- Is State Highway out to block road, is fire on the scene. These questions help the operator to know what equipment to bring, how much manpower will be required, and where to enter the scene. The sooner they get there with the right equipment the sooner the road is open.

All this detail would be lost.

If the dispatch system cannot handle that communication it will not benefit any of those agencies or the Federal Highway Administration (FHWA) goal to restore traffic flow as quickly as possible.

The towing services requested on the highway tend to be more severe accidents involving larger vehicles and equipment. The speed traveled by vehicles even changes the dynamics of regular light duty tows. The dispatch and provider for these services needs to have 100% accuracy in order for all agencies and travelers to be safe.

There is also the factor of the amount of work time taken away from the barrack front desk to type in the information in the dispatch software in order to even send the tow dispatch to the tower. This time factor increases the work load of that position as well as extends the time it takes to contact the emergency provider.

Baltimore County Police Initiated Towing – Program Concerns

Administration of the Program

- ✓ Unclear on who from the county government is overseeing this program and the vendors performance according to the contract
- ✓ When a problem occurs we are told by the vendor it is a police issue and the police say it is vendor issue so does each player in this process understand their authority and accountability?
- ✓ What is the job description for Service Manager for AR and should they be looking for new business when we are paying for him to be available for our towers?
- ✓ How do the county residents know what they are paying for? They are charged a fee without knowing why?
- ✓ What are the security protocols for this system? Customers want to know what will be done with their personal information put in this system. We were told to check up on the towers? Is that proper use of personal data?

Dispatch Procedures

- ✓ To read the vendors dispatch phones in the trucks while driving is illegal- commercial law of Maryland and federal truck law. We need the official support from the county and AR to leave these devices in the dispatch center. Accepting the calls and reading the dispatch message has caused several accidents. AR solution is to pull over, but that effects our response time and we are penalized for taking too long. (Try pulling over a 50 ton wrecker in traffic to answer the phone in 2 minutes to be able to get the call.)
- ✓ Continued problem getting the information needed to arrive on the scene with the proper equipment- this system is not helping that at all- dispatching GWV does not tell you what equipment you need...
- ✓ Reporting areas still not correct-no one in AR or the Police want to fix the problem; towers are going into other areas taking longer to get the call completed and causing turmoil between towers- officers on the scene are suffering by having to deal with these issues.
- ✓ We have been instructed that we are not to call the precinct or the police officer on the scene, if we have a question we are to direct connect California. Why can't we talk to the officer on the scene to get the proper information? This computerized dispatch system inhibits the proactive communication between the officer on the street and the towing company needed to clear the roadway quickly.
- ✓ Our call response time has increased because it takes longer for the call to get to us. The process of getting the request from the street to us in a clear quick manner has become time consuming and too complicated. There is no data to debate this statement –AR reports do not monitor this part of the dispatch equation. AR has admitted to us the police take too long, with no option to help. Police department is taking longer and using more labor to get the call to the tower, an average 5-7 minutes longer to get the tow to us. Officer on the desk have become data entry administrators for towing dispatch. In crisis times, including bad weather, our precinct calls us direct because they say it takes too long and they need the road cleared quickly. We are aware of two other precincts that do the same. This means that the end of the year tow numbers reported to you by AR should have been much higher- towers do not record the tow in the system when

they get a call like that because they do not want to pay AR for a call they did not get from them. Big Problem.

- ✓ AR – Service Manger continually blames the police department for any dispatch problems, refers to them as human error and states that it "is not their problem"
- ✓ The in proper dispatch from AR caused an environmental problem at Loch raven dam. The tow company they dispatched was the wrong one and did not have the proper equipment and operator training to retrieve the light duty car from the water without causing an environmental issue- the tow company tried to complete the recovery any way causing a oil spill and leaking fluids; the Maryland Department of the Environment had to be called to monitor the situation –they dispatched their qualified tower and caused a conflict on the scene. Sending the properly trained tower is so important for our resident's safety and according to AR that is the police departments job and not there concern.
- ✓ AR has a lack of knowledge of local area conditions and traffic patterns. How can they dispatch effectively if they do not understand the needs of the county roadways?

Abandon Vehicle Process

- ✓ Took one year to finally get an answer on how the county was handling these vehicles. A copy of email was from Cpl Friedman to Ron Perry was forwarded to the towers but there was no official policy developed. According to Maryland Motor Vehicles- Salvage Unit the information in the email is incorrect. So what is the policy? Why isn't there one in writing?
- ✓ Vendor unwilling to assist with issue- repeatedly said not his problem- at year end I had 22 abandon cars and no way to get rid of them. I had to pay AR for the car.
- ✓ Towers are required to record the amount received when a car sold or salvaged. In Ar system we were told to record all of them as a lien sale. Most of these abandons go to salvage dealers especially when you do get a CS78 ...your reports from AR do not capture the correct data.

Recovery Pricing- Extraordinary Circumstances

- ✓ Why should the vendor question pricing of a technical recovery when they are not even there or has the experience to do so?
- ✓ Presently we have done 9 recoveries; 4 approved and 5 denied without any explanation. The amounts presented as the limit have no pricing pattern.
- ✓ Using other towers to establish maximum fees, without any parameters, or discussion with the towing company who performed the job- towers are setting the prices. AR has shared our tow companies proprietary information with other tow companies in and out of the county without our permission.
- ✓ Their approval takes ups to a week, in all cases the car had already left the yard when the price was approved for payment by the insurance company and with no complaints.

Dispute Procedure

- ✓ Unprofessional proceedings, with biased representatives from the vendor
- ✓ No clear way to resolve issues
- ✓ The use of the American Arbitration Association is extremely expensive. Cheaper to go to court

- ✓ Presently if there is a draw AutoReturn wins and makes us pay back the difference in fee amounts or be suspended for over charging

Vendor's Use of "Artag Group"

- ✓ We were originally on this group when the vendor came in 2008, taken off when BC Towers association made a deal with them
- ✓ Never changed - same five members; four are leaders in the towers association; no Heavy Duty representative with Hazmat Certifications
- ✓ Used to set pricing without any parameters
- ✓ AR Service Manager told us they have no interest in changing the members of this group
- ✓ Never told when meeting are and not called to ask us if there are any concerns- discussion limited to those five members
- ✓ Those members offered towing work when AR bid for the city

Qualified Licensed Towers, assignment of reporting areas

- ✓ Baltimore Towing (ARTAG GROUP) was given additional area instead of adding on a tower in the area who had a license and was waiting for an area to come available
- ✓ No clear policy on covering territory - What is the vendor's policy? What is told to the companies that spend money to get a license?
- ✓ We were told by AR that their job was to cut towers- there were too many and they were not adding anymore. Is that the county policy?
- ✓ What about the plan for minority tow companies to participate? What is AR doing to develop minority participation? We the only minority tower - who is covering that area now?

Unprofessional conduct and performance demonstrated by the AR Service Manager

- ✓ Soliciting tow companies to write letters of support for new contracts- towers feeling like they are being pressured
- ✓ Manner and tone of communications by the Service Manager- belittling to small tow companies - does not coach only threatens
- ✓ Have copy of emails demonstrating negative communication style
- ✓ Improper Influence - City Police Report exists referring to the stalking of a Baltimore City/County tower - references suspects - AR Service Manager and Baltimore Towing's owner after AR lost the City contract.
- ✓ Who monitors the Service Manager's performance? He has the full authority to alter data in the system how can we guarantee he does not do that and how can we avoid towers being taken off the list without notice?
- ✓ Has not been available for questions- too busy finding new business
- ✓ Sends out our proprietary information without permission
- ✓ Inconsistent communications on following regulations, does not always have the correct facts.

Training and Development of Small Business

- ✓ What training programs has the vendor provided to assist the small business?
- ✓ Are there ongoing sessions with the towers about the software usage and updating them on changes?
- ✓ Is there ongoing training with the police department on dispatch procedures?- I had to provide AR a dispatch guide sheet from TRAA to share with the officers because they were calling out the incorrect type of trucks...
- ✓ Why are towers compared on arrival times? Each area is different. Heavy is also different from light and medium duty – promotes negative competition- so what are you going to get a star if you are two minutes early! Train not compare. Have the towers meet and share ideas how to get to a call more quickly...promote team here...
- ✓ Is there training on how to clear the roadway more effectively?
- ✓ What safety programs are in place by the vendor for the towers and the police department?

Monitoring of Regulations

- ✓ The Service Manger from AR has not been on my property in one year- how can he monitor regulations? How many times has he visited other companies?
- ✓ There are over five tow companies that still do not accept credit cards- what is being done about that issue?
- ✓ There are several tow companies that do not give out AR receipts. How is that monitored? Where is the report that talks about the performance of towers following the other regulations? Why do we only here about time?
- ✓ Who monitors heavy duty towing? If bills are questioned for light duty recoveries using heavy duty equipment why isn't regular heavy duty questioned
- ✓ Does AR have the right to take us off of towing if we are a day late in making their payment? They did it and they actually had the payment!
- ✓ The regulations still need work. According to national standards the classification of light, medium and heavy duty is incorrect.

Purpose of Towing in Traffic Incident Management

- ✓ How has the contractor increased traffic clearance times on county roadways? Is there data to support this?
- ✓ What support had the contractor given to the police department in this area? Have they tried to alter their system to save time?
- ✓ Communication is essential for emergency responders to be productive how does this program support the federal guidelines in this area?

INITIAL CONTRACT 23 PAGES PLUS ATTACHMENTS – TOTALLY ONE SIDED

WE DO NOT WANT TO “DRINK THE COOL AID”

The attached contract was the initial contract offered by AR. It was reviewed by numerous tow responder attorneys and they were advised not to sign due to the one sided nature.

They have changed the contract numerous times in an attempt to get the tow operators to sign. The concern is once they get the program running they will change it again at some point back to a totally one sided agreement since the opposition has been broken. **BASED UPON THEIR HEAVY HANDED TACTICS AND QUESTIONABLE BUSINESS PRACTICES OF AR, THE TOW OPERATORS HAVE NO REASON TO BELIEVE AR WILL HONOR ANY CONTRACT AND WILL CHANGE THE CONTRACT BACK TO THE ORIGINAL TERMS AND CONDITIONS, OR WORSE, AT THEIR EARLIEST CONVENIENCE.**

Due to the complicit behavior of the PSP tolerating AR's business practices, especially after Lt. Wendt was made aware of the same, there is no reason to believe they will in any way look out for the interests of the tow operators.

In the end, if the PSP and AR implement this program, the tow operators will be at the complete mercy of AR. There is absolutely no oversight of their actions nor desire on the part of the PSP to protect the private businesses tow operators in PA.

Please see the attached contract – there are numerous issues – a few are listed below:

1. PSP is not a party of contract – tow responders at AR mercy.
2. Tow Company shall pay AR referral fee for private tows (customer requests) same as other AR dispatch.
3. Response time begins from time AR dispatches the request to Tow Company – we are being rushed to respond due to the new delay caused by the protocol by using AR. We must make up for the Third Party Dispatch delay.
4. No passengers can ride in tow trucks – absolutely impossible.
5. AR reviews all bills sets prices – absolute price control by AR, as requested by PSP, with no feedback or participation by tow operators.

6. Pictures required on scene if any services required besides base tow charges – this is a health and safety issue due to delays, impossible due to weather and or night.
7. Tow company cannot delegate any performance requirements at accidents – impossible – need to subcontract, delegate other services for cleanup, additional equipment, hazardous material, roll-offs etc...
8. \$35.00 fee to public for Tow
9. Charge fee on salvage vehicle – believe illegal
10. Electronic funds transfer – unacceptable – why should they have a right to our bank accounts? We do not want anybody to have unfettered access. We do not want subject to hacking.
11. Indemnification – Numerous insurance companies will not do so and if do will charge additional. The terms are unacceptable.
12. Arbitration / no class action or group arbitration – the indemnification and arbitration provisions are designed to have a chilling effect on Tow Companies to not bring actions due to costs. Assume the arbitration location will be at their choosing – chill due to costs of travel and delays.
13. Successfully completed tow – regardless of payment to tow company by customer requires payment to AR.

THIS IS JUST A FEW OF THE ISSUES

LICENSED SERVICE PROVIDER AGREEMENT

This service agreement ("Agreement") is offered this ____ day of November, 2013, by AutoReturn Pennsylvania, LLC (the "Contractor" or "AutoReturn") at 116 Pine Street, Suite 320, Harrisburg, PA 17101 to «Company», with a mailing address at «Address_1», «Address_2», a tower capable of performing Dispatch Tow services for the Pennsylvania State Police ("Tow Company"). The Tow Company has until November 22, 2013 to accept this Agreement by signing in the space provided below and returning the agreement by e-mail or via certified mail to the Contractor. Failure to accept this Agreement by that date will be a formal rejection of this offer to contract with the Contractor to perform Dispatch Tow services as described hereinafter.

RECITAL:

WHEREAS, the Contractor has entered into a contract with the Pennsylvania State Police (the "PSP") to be the exclusive provider for towing management and logistics services pursuant to and in accordance with RFS # 2013-01 for Third Party Towing Services Administration (the "RFS"), the Towing and Towing Storage Facility Standards Act (the "Act"), other applicable local, state and federal laws, including but not limited to the Pennsylvania Department of Transportation Vehicle Code, Title 75, as amended from time to time (the "Code"), any and all applicable field and administrative regulations of the PSP, applicable regulations of the Pennsylvania Utilities Commission ("PUC") and/or applicable regulations the Pennsylvania Department of Transportation, as amended or adopted from time to time (the "Regulations"), and the contract agreement executed by AutoReturn and the PSP (the "Contract").

WHEREAS, the Contract is incorporated herein. **THE PSP IS NOT A PARTY TO THIS AGREEMENT, IS NOT IN PRIVITY WITH THE TOW COMPANY, AND IS NOT RESPONSIBLE OR LIABLE FOR THE ACTION, INACTION, OR OMISSIONS OF THE TOW COMPANY OR THE CONTRACTOR UNDER OR PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT IN ANY FORM, MANNER OR EXTENT.**

WHEREAS, in accordance with the Contractor's obligations under the Contract, the Contractor desires to engage Tow Company to provide first-class and professionally operated Dispatch Tow services for the PSP.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

ARTICLE I

APPOINTMENT AND DEFINITIONS

The Contractor hereby contracts with Tow Company for Tow Company to provide first-class and professionally operated police-initiated towing services and associated storage, customer retrieval and disposal services in and around the state of Pennsylvania (the "Towing Services") at the direction of the Contractor in accordance with this Agreement. As further described in Exhibit A, attached hereto and incorporated herein, the Tow Company will collect a per tow fee from customers and remit a portion of this amount to the Contractor. Tow Company will provide the Services during the term of the Agreement in accordance with the policies, standards and procedures established by the Contractor, in accordance

with the terms and conditions hereinafter set forth and subject to all definitions, terms and conditions as set forth in the Contract, the Act, Code and Regulations. All capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Contract.

ARTICLE II

TOW COMPANY'S OBLIGATIONS

Section 2.1 Services.

Tow Company must meet the requirements as defined in the Code and as required by the PSP to be a tow provider under this Agreement and shall provide a first-class, professionally operated towing operation with tow trucks capable of handling light-duty and/or medium-duty and/or heavy duty and/or recovery tows as defined in the Regulations with at least one qualified driver for each truck to perform Towing Services and to perform any required debris removal as required by any applicable law and/or regulation, and in accordance with the Code and Regulations or as requested by the Contractor and for the benefit of the PSP, plus facilities necessary to perform the storage operations, customer service tasks and vehicle disposal duties ("Other Services"). To perform tows of Abandoned Vehicles and perform other duties of a salvor (e.g., dispose of unclaimed vehicles, etc.) as defined by Title 75, Chapter 73, Subchapter A, the Tow Company must have the designation as a salvor ("Salvor Services"). The Towing Services, Other Services and Salvor Services will be collectively referred to as "Services". As defined in PSP Field Regulation 6-2, no principal of the Tow Company may operate if they have been convicted of, or the subject of prosecution for, the commission of a misdemeanor or greater. The Tow Company shall comply with the definition of "Emergency Towing Service" and be properly equipped for the category of towing (regular/medium/heavy) as defined in Field Regulation 6-2.

Tow Company shall participate in planned events and/or sweeps ("Sweep") requested by the PSP as a part of its Towing Services. The Contractor, when communication has been received from the PSP, shall provide notification of a Sweep at least forty-eight (48) hours in advance (with seventy-two (72) hours advance written notice provided when possible) of the date for a Sweep, and shall inform Tow Company of the number of tow trucks required, the location, and the time that tows are to begin.

In addition, the Tow Company shall provide other services for tows as defined in the Contract as a Private Tow which are tows that are dispatched pursuant to the Contract and through direction by the PSP representative and the vehicle owner are not to be impounded but are to be delivered to an alternative location of the vehicle owner's choice. The prices to be charged by the Tow Company for a Private Tow shall be as governed by this Agreement as referenced within Exhibit A. The Tow Company shall pay Contractor a tow referral fee to the Contractor for the Private Tows in the same manner other Dispatch Tows are paid. No amounts beyond the fees approved by this Agreement shall be charged for Private Tows. All Services will be performed by Tow Company throughout the term of this Agreement in accordance with the Act, the Code, the Regulations, and this Agreement. All towed vehicles shall have all signage required by the Code, any relevant Departments of Transportation and/or other governmental authorities.

The Towing Service will be operated twenty-four (24) hours a day, seven days a week. Except as provided below, Other Services shall be open to release a vehicle during the regular business day and between 9:00 a.m. and 12:00 noon on Saturdays, Sundays and holidays. The regular business day means

Monday through Friday from 7:00 a.m. to 5:00 pm. A holiday is a day of the work week (Monday through Friday) on which the Pennsylvania State Government offices are closed in honor of a holiday as established each year by the Governor. Notwithstanding the generality of the hours above, the Tow Company may remain closed on Saturdays, Sundays and holidays and not release vehicles on those days; however, the Tow Company may not charge storage fees for those days if closed. At the time of signing this Agreement and by December 1st each year for the following year, the Tow Company shall provide to the Contractor a list of all days that Tow Company will be closed on a yearly basis. Any changes to this list must be submitted to the Contractor in writing at least thirty (30) calendar days prior to the changed closure days.

The Tow Company is responsible for the proper storage of the vehicle and its contents. The Tow Company shall be in compliance with all applicable laws when deciding whether or not to release property or tags to a vehicle owner prior to payment of the tow bill. This decision by the Tow Company should be reviewed by its attorney for any legal ramifications. Tow Company shall release towed vehicles upon the vehicle owner's providing, at a minimum, payment of all amounts owed to the Tow Company, and a U.S. Government or State Government issued photo identification. Where the towed vehicle is claimed by someone other than the licensed owner, Tow Company shall accept, at a minimum, payment of all amounts owed to the Tow Company, and a notarized letter of authorization, if accompanied by a U.S. Government or State Government issued photo identification. Tow Company shall accept letters or faxes from insurance companies, lien holders and rental car companies as proof of ownership.

Towing Services shall be provided by Tow Company immediately upon request by the Contractor within the shortest possible time without exceeding applicable speed limits or other safe and prudent speeds or violating any applicable laws or regulations taking into account existing road conditions and the environment. Towed vehicles will be delivered immediately to the appropriate impound facility. Waiting for additional tow assignments after a vehicle is loaded is not permitted.

In general, Tow Company shall respond with the appropriate equipment to the designated point of tow within thirty (30) minutes for light-duty calls and within forty-five (45) minutes for medium and heavy-duty calls. Response time begins from the time that the Contractor dispatches the request for services from the PSP to the Tow Company. For certain traffic congestion, distance to tow scene or inclement weather conditions, time extensions may be granted by the Contractor to the towing organization performing the tow.

No passengers, except for Tow Company owners and employees who meet the provisions of a Tow Truck Operators as defined within the Act or individuals involved in the Towing Service incident, shall be permitted in Tow Company's vehicles during performance of any Towing Services.

Services shall be provided to comply with all local, state and federal laws in addition to the Act, the Code, the Regulations, and this Agreement.

Other Services and Salvor Services shall be provided to comply with all local, state and federal laws in addition to the Act, the Code, the Regulations, and this Agreement. The Contractor will provide access to a technology system ("ARIES") that must be used by the Tow Company to record activity for these Other Services and Salvor Services. The Tow Company agrees to provide access to ARIES via a computer and other standard office infrastructure that are sufficient for its employees on duty to greet and serve customers coming to retrieve their vehicle during the regular business day (7 am to 5 pm) and between 9:00 a.m. and 12:00 noon on Saturdays, Sundays and holidays (except for Saturdays, Sundays and holidays that are scheduled as closed for vehicle release). Invoices for released vehicles will be

* This states when response time begins & how it will be measured. From Time AR Contact Tow operator.

* No Pass

* must run invoices & back through ARIES.

provided from the ARIES system and payment will be accepted as cash, a credit card from a common issuer or a check from an insurance company or authorized tower or Salvor acting on behalf of an insurance company. The Tow Company agrees to input vehicle data, including, but not limited to vehicle year, make model, color, license plate and vehicle identification number into ARIES within two (2) hours of a tow performed during the first six (6) regular business hours and before 12 PM of the next business day for a tow performed outside of regular business hours. The Tow Company is responsible for inputting vehicle driver owner information, but it is not required to be performed in the time periods outlined in this section. The Tow Company agrees to train and manage its personnel to be proficient in the use of ARIES for the purposes of supporting the Contractor in fulfilling Contractor's obligations and duties under the Contract, supported by the training provided by the Contractor pursuant to Exhibit B. The Tow Company agrees to maintain a stable and reliable technology infrastructure.

In addition, the Contractor expects certain standards to be met by the Tow Company while performing these Services and failure to meet these standards will begin the process of coaching, mentoring, discipline and dispute resolution as outlined in Exhibit D: TTO Dispute Resolution. Tow Company shall cooperate with any investigations, including but not limited to those regarding violations and complaints, and shall provide written responses and documents within five (5) days of request from the Contractor. The Contractor agrees to cooperate with the any investigations, including but not limited to those regarding dispatch and technology complaints.

Section 2.2 Software, Equipment and Facilities.

The Contractor will provide the Tow Company with access to certain technology tools for the purposes of performing the Services, as required by this Agreement. The list of technology tools includes the following:

1. The Contractor's technology system supports real time electronic dispatch through mobile and "cloud" based (hosted web-based) applications ("Dispatch Applications") that run on various types of cellular and landline phones ("Device(s)") that change from time to time, as new technology options become available in the technology industry. The Contractor shall provide the mobile and "cloud" based applications at no charge to each Tow Company. The Contractor shall also provide each Tow Company with a list of approved cellular communications service providers ("Wireless Providers"), a list of approved Device models offered by the Wireless Providers ("Approved Devices"), and landline communication options. The Approved Devices will be identified with specific information such as manufacturer, model number, operating system version number, and other key specifications. The Tow Company shall be responsible for the cost of the devices and associated voice and data plans for each tow truck or driver utilizing the Approved Devices. Each Tow Company shall receive tow requests electronically, respond to the requests, and manage the status of the tow requests in real-time. To receive and respond to tow requests from the Contractor, the Tow Company's tow trucks must either be equipped with the Approved Device communication equipment or utilize an alternative method approved by the Contractor to receive the tow request and provide status updates. While it is recommended that a truck have an Approved Device within the tow truck, it is not required. For any tows that will include fees for winching or fees related to recovery activities, the Tow Company personnel shall be required to utilize the Approved Device, if available at the scene, to take pictures of the tow scene and vehicle to validate the fees charged. These photos will automatically be associated with the tow record if taken with an Approved Device. If an Approved Device is not available at the scene, an alternative method to capture photographs shall be utilized; otherwise, the winching and/or recovery related fees may be considered an unauthorized fee.

*# must take picture @ scene if any additional charges
for recovery
→ this time*

2. The Tow Company's employees (dispatchers) will be provided access to the Contractor's dispatch system, known as ARIES/Dispatch, for the purposes of viewing tow request information and, in some cases, managing the assignment and status of the tow requests. The access to ARIES/Dispatch will be provided free of charge to the Tow Company that shall remain active only during the term of this Agreement.
3. The Tow Company's employees (customer service and impound personnel) will be required to utilize the Contractor's impound system, known as ARIES/Impound, as prescribed by the Contractor to record activity for the Other Services, including but not limited to tracking of impound vehicles, vehicle release processing, collection of fees, and for Salvor Services related to the disposition of unclaimed vehicles through the Salvor process, as required by this Agreement and the Code. The access to ARIES/Impound will be provided free of charge to the Tow Company that shall remain active only during the term of this Agreement.
4. The Tow Company's employees (company owners and their designees) will have access to the company's administration system, known as ARIES/Admin, as prescribed by the Contractor to manage administrative data that relates to the Tow Company's use of ARIES/Dispatch, ARIES/Impound, and the mobile applications. The access to ARIES/Admin will be provided free of charge to the Tow Company that shall remain active only during the term of this Agreement.

Except for access to the ARIES applications, all equipment, including but not limited to Approved Devices, tow trucks, tow truck and dispatch radios, office and storage lot supplies, trade equipment, displays, hand tools, computer equipment, facsimile machines, copiers, cash registers, safes, forklifts and other equipment (collectively hereinafter referred to as "Equipment"), and any dispatch, and towing facilities (collectively referred hereinafter as "Facilities") which may be needed to operate the Services shall be supplied and maintained by Tow Company at Tow Company's own expense. Tow Company's Facilities and Equipment shall be maintained and operated in a safe, clean and functional manner at all times. Safe, clean and functional shall be defined as conditions in which the Tow Company's facilities and equipment comply fully with all local, state, and federal laws, rules and regulations (including but not limited to those of the local Fire Department, PSP, Occupational Safety and Health Administration, Environmental Protection Agency and any other relevant agencies). Tow Company's failure to maintain its Facilities and Equipment in a safe, clean and functional manner shall constitute a material breach of this Agreement. All towing equipment must comply with all laws, regulations, including but not limited to the Act, the Code, and the Federal Motor Carrier Regulations, that require the equipment to be in good mechanical condition, equipped with necessary towing gear and safety apparatus. The Contractor shall have the right to inspect all Equipment and Facilities for compliance.

Section 2.3 Towing Service Areas.

Subject to and only as permitted in accordance with the Code, the Regulations, and the Contract, the Contractor may assign Tow Company specific zones of responsibility within the PSP for the Tow Company to operate the Towing Service and Contractor shall have the right to assign or reassign any tows and zones of responsibility, whether initially given to the Tow Company, to other contractors, or other properly licensed service providers under contract with the Contractor in order to ensure that prompt and efficient police-initiated towing service is provided in the PSP.

Section 2.4 Personnel.

(a) Tow Company is an independent contractor and all persons employed to furnish the Services are employees of the Tow Company and not of the Contractor. Tow Company will, at its own expense, recruit, employ, train and properly supervise all employees necessary for the smooth and efficient operation of the Services. All personnel performing Services for the Tow Company shall be employees of the Tow Company and not independent contractors.

(b) Subject to the requirements of the Act, the Code, the Regulations, and Section 2.1 of this Agreement, the Tow Company will provide staffing with the minimum level to be mutually agreed to by the parties. Tow Company shall maintain a current list of drivers and shall provide a current list of its drivers to the Contractor upon execution of this Agreement. As required, and upon request from the Contractor, the Tow Company shall obtain employee background checks on each employee and obtain a written authorization from each employee to allow the background check to be released to the Contractor for review. The Tow Company shall, at a minimum, provide the full name of each driver and the equipment such driver is trained to operate, and promptly notify the Contractor upon any change in driver status, including the addition of any new driver(s), or the deletion of any driver(s). An updated list shall be provided to the Contractor within seven (7) calendar days of any change in driver status. All drivers must have and retain at all times current DOT medical certificates, licenses and permits to operate the equipment they utilize in conjunction with this Agreement.

(c) All Tow Company personnel who have regular, continuous contact with members of the public shall be neat in appearance, wear appropriate safety equipment, and be courteous to the public. In addition, all Tow Company personnel shall refrain from any act(s) of misconduct, including but not limited to, unsafe driving, impolite behavior, deficiency in Services or refusal to provide Services that Tow Company is/should be competent to perform and execute, any act(s) of sexual harassment or sexual indecency, and using or being under the influence of illegal drugs or alcohol.

(d) Neither party shall hire, or attempt to hire, personnel of the other party during the term of this Agreement and for a period of six (6) months after termination or the expiration of this Agreement without the written consent of the other party.

(e) The Tow Company shall not delegate any of its duties under this Agreement to others and Tow Company shall not lease, rent or license the Equipment it uses to perform this Agreement to non-employee drivers, nor shall Tow Company delegate the performance of the Services to owner-operators or other non-employees of Tow Company.

Impossible to use subcontractor for traffic cleanup; hazardous cleanup.

Section 2.5 Licenses, Permits and Taxes.

Tow Company shall comply with and observe all applicable federal, state and local laws and regulations, as amended and/or adopted from time to time, including but not limited to, the Code, and shall, at its own expense, pay any taxes incident to the operation of the Services and secure any and all licenses and permits required. Tow Company shall provide the Contractor up to date copies of all licenses and permits required and/or requested.

Section 2.6 No Right to Reimbursement

Tow Company acknowledges that it may be necessary to make significant investments in personnel, Equipment, Facilities, and other assets for the purpose of providing Services under this Agreement. The Tow Company agrees that in the event of any change in the relationship between the parties to this agreement, including but not limited to the suspension of the Tow Company or termination

of this Agreement by either party, the Tow Company bears the full burden of such investment and shall have no rights against the Contractor, legal or equitable, for the reimbursement of or payment for, any sums expended, or to be expended, for the purpose of rendering Services under this Agreement.

ARTICLE III

THE CONTRACTOR'S OBLIGATIONS

Section 3.1 Cooperation.

The Contractor shall cooperate with Tow Company in order to facilitate the scheduling and completion of the Services. The Contractor shall provide the initial training to each of Tow Company's tow truck operators/drivers free of charge, as described in Exhibit B. Additionally, the Contractor will provide access to the Dispatch Applications as described in Section 2.2. User training will be provided for Tow Company employees that must use ARIES to perform the Services, as required by this Agreement. The two (2) hour user training sessions will be offered at the beginning of this agreement and on an as needed basis at the sole discretion of the Contractor. The training sessions will be scheduled at times and locations within the PSP that are designated by the Contractor. The Contractor shall provide dispatch and other software technology that enables the Tow Company to perform the Services. Tow Company will pay Contractor 100% of the documented fair market value of direct costs for reimbursement of elective training for training costs incurred beyond the agreed upon training allotment as noted within this Agreement.

ARTICLE IV

FINANCIALS

Section 4.1 Fees.

The Tow Company agrees to collect payments on behalf of the Contractor in exchange for the privilege to perform the Services provided pursuant to this Agreement, such payments to be made according to the schedule set forth in Exhibit A plus the other expenses set forth in Exhibit B. The Contractor shall not accept, demand, or take anything of value or any other payment from Tow Company other than as described in this Section 4.1.

Section 4.2 Billing and Accounting.

The Tow Company shall complete an Electronic Funds Transfer Authorization Form that authorizes the Contractor to perform scheduled or periodic electronic funds transfer debits from the Tow Company's bank account(s) for payment due or when applicable, and apply electronic fund transfer credits to the same, when necessary. The documentation supporting the amounts will be provided weekly, or as necessary, via email one business day prior to the electronic debit/credit from the Tow Company account. The Tow Company shall provide and update the Contractor with any changes to their active email address for such purposes. The Contractor shall submit, to the Tow Company, an accounting of all Towing Services, representing the Contractor's amounts due for the amounts collected by the Tow Company from customers on behalf of the Contractor. The report will provide information to enable Tow Company to perform a review of the reported tows. Payments for which the Contractor is entitled to under the provisions of this Agreement shall be removed from the Tow Company via an electronic funds transfer ("ACH") transaction removed directly from the Tow Company bank account

Electronic Fund Transfer

and transferred to AutoReturn's bank account the next business day after the Towing Services report is submitted.

Section 4.3 Loans.

Under no circumstances shall the Contractor make, guarantee or co-sign any loan to Tow Company or any related entity.

ARTICLE V

TERM AND TERMINATION

Section 5.1 Term.

The initial term of this Agreement will be six-months commencing the first day the Contractor is operational and commences to provide police-initiated towing management services under the Contract with the PSP. Thereafter, the Agreement shall continue under the same terms and conditions monthly until: (i) the Contractor's Contract with the PSP is terminated or not renewed; (ii) the Agreement is terminated for cause in accordance with the hearing and/or arbitration provisions described in Section 5.2 and Exhibit D hereto, or (iii) the Agreement is terminated by Tow Company or Contractor for convenience by either's unilateral written notice, or terminated as otherwise allowed or provided for by law.

Section 5.2 Suspension; Termination for Cause.

In the event that Tow Company shall, at any time, fail to carry out and comply with any of the covenants, conditions and agreements to be performed by it which, in Contractor's sole but reasonable discretion, creates a material issue, including but not limited to the offenses listed on Exhibit C, Contractor may immediately suspend the Tow Company's right to perform Services pending remedy of such issue. Contractor shall promptly provide written notice of such issue to the Tow Company. Thereafter, in the event the Tow Company fails to remedy the same within ten (10) days of Tow Company's receipt of said written notice, Contractor shall thereupon have the right to terminate the Agreement without further notice. In the event that either party shall, at any time, fail to carry out and comply with any of the covenants, conditions and agreements to be performed by it on matters other than the material issues described above, then the other party may notify in writing the non-complying party of such failure or default and demand that the same be remedied within ten (10) days from the non-complying party's receipt of said written notice. In the event of the failure to so remedy the same within said period, the other party shall thereupon have the right to terminate the Agreement without further notice. THE PARTIES UNDERSTAND AND AGREE THAT ANY TERMINATION FOR CAUSE IS AN ACT OF THE CONTRACTOR OR THE TOW COMPANY AND NOT AN ACT OF THE PSP.

ARTICLE VI

TRADEMARKS AND TRADE NAMES

Section 6.1 Trademarks.

Tow Company acknowledges that the Contractor and its related entities are the sole and exclusive owners of the Contractor's trademarks, service marks, trade names and logos (collectively hereinafter referred to as the "Marks"). Tow Company agrees that it will not make any use of the Marks except with the Contractor's prior written consent, and that any use of the Marks by Tow Company and the goodwill associated with such use shall inure to the Contractor's benefit. Tow Company agrees and acknowledges that it shall not acquire any interest in the Marks or the goodwill associated with the Marks by virtue of this Agreement or Tow Company's permitted use of the Marks.

Contractor acknowledges that the Tow Company and its related entities are the sole and exclusive owners of the Tow Company's trademarks, service marks, trade names and logos (collectively hereinafter referred to as the "Tow Company's Marks"). Contractor agrees that it will not make any use of the Tow Company's Marks except with the Tow Company's prior written consent and that any use of the Tow Company's Marks by the Contractor and the goodwill associated with such use shall inure to the Tow Company's benefit. The Contractor agrees and acknowledges that it shall not acquire any interest in the Tow Company's Marks or the goodwill associated with the Tow Company's Marks by virtue of this Agreement or the Contractor's permitted use of the Tow Company's Marks.

ARTICLE VII

INSURANCE, INDEMNITY, AND DAMAGES/LIABILITY

Section 7.1 Insurance Coverage.

Without in any way limiting Tow Company's liability pursuant to the "Indemnification" section of this Agreement, Tow Company must maintain in force, at Tow Company's sole cost and expense, during the full term of the Agreement, insurance in the following amounts and coverage:

- (a) Workers' Compensation Insurance that meets the statutory limits as required by law, including Employers Liability Insurance in an amount not less than \$100,000 per employee/accident and 500,000 policy limit.
- (b) Commercial general liability insurance, including but not limited to coverage for garage keeper's operations and liability (limits as defined by the PSP Regulations), contractual liability, independent contractor, products and completed operations, mobile equipment, and liability for bodily injury, personal injury, and broad form property damage with a combined single limit of not less than one million dollars (\$1,000,000) each occurrence and with a general annual aggregate of not less than \$1,000,000.
- (c) Commercial automobile liability insurance, including but not limited to coverage for bodily injury and property damage for owned, non-owned and hired vehicles, with a combined single limit of not less than one million dollars (\$1,000,000) each occurrence and with a general annual aggregate of not less than \$1,000,000. Such policy shall specifically include coverage for damage that may occur during the loading or unloading of vehicles.
- (d) On-hook insurance with a combined single limit of not less than one hundred thousand dollars (\$100,000) and with a general annual aggregate of not less than \$100,000.

Section 7.2 General Insurance Provisions.

(a) All policies shall be specifically endorsed to provide that the coverages obtained by virtue of this Agreement will be primary to any other insurance available to the Contractor and the PSP with respect to any claims arising out of the operations under this agreement and that any insurance carried by the Contractor or the PSP shall be excess and non-contributory and shall contain waivers of subrogation in favor of said entities.

(b) Any deductibles in policies listed above shall not exceed five thousand dollars (\$5,000) per occurrence, unless approved in writing by the Contractor.

(c) All policies, except Worker's Compensation, shall be endorsed as follows:

(i) Name as Additional Insured the Contractor, TEGSCO, LLC (parent company), the PSP, and each of their respective officers, officials, agents, employees, and members.

(ii) Such policies shall be primary for said additional insureds with respect to claims arising out of this Agreement or from Tow Company's acts or omissions in connection with the performance of Tow Company's provision of Services for the PSP.

(i) The insurance applies separately to each insured against whom a claim is made or suit is brought and contains a severability of interest clause.

(d) All policies shall be specifically endorsed to provide that such coverage shall not be canceled, non-renewed, reduced in coverage amounts or materially changed without at least thirty (30) days prior written notice to the Contractor. Prior to the commencement of any operations under this Agreement, Tow Company shall deliver certificates of insurance and additional insureds policy endorsements, in a form and with insurers satisfactory to the Contractor and the PSP, evidencing all coverages set forth above and shall furnish complete copies of policies promptly upon request. All certificates of insurance must specifically include the provisions from 7.2(c) above. Original certificates and any renewals thereof shall be mailed to the address below or provided via an electronic submission method as defined by the Contractor:

(i) Attn: Mr. Ron Perry, AutoReturn Pennsylvania, LLC, 6121 Executive Boulevard, Rockville, Maryland 20852

(e) Should any of the required insurance be provided under a "claims made" form, Tow Company shall maintain such coverage continuously throughout the full term of operation under their tow permit, and without lapse, for a period of 180 days beyond the expiration of, or cessation of, operation for any other reason under the permit to the effect that, should occurrences during the permit term give rise to claims made after expiration of, or cessation of, operation for any other reason under the permit such claims shall be covered by such claims made policies.

(f) Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit, or provides that claims investigation or legal defense costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(g) Should any of the required insurance lapse during the term of this Agreement, requests for payments originating after the lapse shall not be processed until the Contractor receives satisfactory Licensed Service Provider Agreement

Some ins corp will not do, or add additional \$ per year.

evidence of reinstated coverage as required under this Agreement, effective as of the lapse date. If insurance is not reinstated, the Contractor may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(h) Approval of insurance by the Contractor shall not relieve or decrease the liability of Tow Company hereunder.

Section 7.3 Indemnification

As allowed by law, Tow Company shall defend, indemnify and hold harmless the Contractor, the PSP, and their respective officers, officials, directors, agents, and employees (individually and collectively an "Indemnitee") from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorney's fees and expert witness expenses, arising out of or resulting from the performance of the Services including (other than those arising out of the gross negligence or willful misconduct of the Contractor and/or the PSP), but not limited to: (a) the acts or omissions of Tow Company, its employees, agents, sub-contractors, or assignees under this Agreement; (b) any injury to or death of any person or damage to or destruction of any property occurring in, on or about any properties ("Properties") utilized to carry out this Agreement, regardless of the owner of the Properties, or any part thereof, from any cause whatsoever; (c) any default by Tow Company in the observance or performance of any of the terms, covenants or conditions of this Agreement; or (d) the use, occupancy, or condition of the Properties or Tow Company's activities in the Properties or in the performance of this Agreement. In the event any action or proceedings is brought against an Indemnitee by reason of a claim arising out of any loss, claim, injury or damage suffered on or about the Properties for which Tow Company has indemnified the Indemnitees or for which Tow Company is required to indemnify Indemnitees, then upon written notice from such Indemnitee, Tow Company shall at its sole expense answer and otherwise defend such action or proceeding using counsel approved in writing by the Indemnitee. The Indemnitees shall have the right, exercised in their sole discretion, but without being required to do so, to defend, adjust, settle or compromise any claim, obligation, debt, demand, suit, or judgment against the Indemnitee in connection with this Agreement or the Properties. The provisions contained in this paragraph shall survive the termination of the Agreement with respect to any loss occurring prior to or upon termination.

Gross negligence is high std. Key on dispatch can cause lawsuit -- all burden on tow operator.
* liable if not respond

Section 7.4 Incidental and Consequential Damages

Except with respect to any incidental and/or consequential damages owed to the PSP, neither party shall be responsible for incidental and consequential damages resulting in whole or in part from the acts or omissions of the other party to this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any rights or remedies which the parties or the PSP may have under applicable law or in equity.

Section 7.5 Liability of the Contractor

The Contractor's obligations under this Agreement shall be limited to responsibilities as defined within Article III of and Exhibit D to this Agreement. Notwithstanding any other provisions of this Agreement, in no event shall the Contractor be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits, arising out of or in the connection with this Agreement or the Services performed in the connection with this Agreement.

* If AR @ fault on contract responsibility by Tow own problem.

Section 7.6 Liability to the Tow Company

Notwithstanding any other provision of this Agreement, in no event shall the Tow Company be liable to the Contractor, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits, arising out of or in the connection with this Agreement or the Services performed in connection with this Agreement.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Notices.

All notices will be in writing and sent by registered or certified mail, addressed as follows:

To Tow Company: «Company»
 Attn:«Contact_Name»
 «Address_1»
 «Address_2»

To Contractor: AutoReturn Pennsylvania, LLC
 Attn: Ron Perry
 6121 Executive Boulevard .
 Rockville, MD 20852

or to such other persons or places as either party may from time to time designate by notice.

Section 8.2 Proprietary and Confidential Information

Contractor and Tow Company understand and agree that, in the performance of the work or Services under this Agreement or in contemplation thereof, Contractor and Tow Company may have access to private or confidential information which may be owned or controlled by the Contractor or the Tow Company and that such information may contain proprietary or confidential information or details, the disclosure of which to third parties may be damaging to the Contractor, the Tow Company or others. Contractor and Tow Company agree that to the extent permitted by law, all private or confidential information disclosed by the Contractor or Tow Company to the Contractor and/or Tow Company shall be held in confidence and used only in performance of the Agreement. Contractor and Tow Company shall exercise the same standard of care to protect such information as a reasonably prudent business would use to protect its own proprietary data.

Section 8.3 Ownership of Records

Any interest of Tow Company in the Records (as defined hereinafter) prepared by Tow Company in connection with Services to be performed under this Agreement shall become the property of and will be transmitted to the Contractor. Tow Company retains ownership of the original invoices with Tow Company's name and contact information and shall retain copies for use by the Contractor and/or the PSP for business purposes. To the extent that the use of proprietary software or other proprietary information or intellectual property is required to access or utilize the data contained in the Records, or that Tow Company holds particular work practices or methods to be proprietary, Tow Company hereby grants the Contractor a perpetual, royalty free, nonexclusive, nontransferable, license, to use and reproduce said

proprietary information or intellectual property, solely for the Contractor's and the PSP purposes related to the Services.

Records are defined as the documents the Tow Company is required to create and maintain under this Agreement, including but not limited to: (1) complete and accurate books of account and documentation of financial transactions relating to all items of income received and expenses incurred in the performance of this Agreement; (2) documentation of all vehicles towed; (3) documentation of all vehicles stored; (4) documentation of all claims; (5) reports Tow Company generates in the course of performing Services under the Agreement, and (6) other documents or reports the Contractor may require Tow Company to produce in the course of performing any Services under the Agreement.

Section 8.4 Audit and Inspection of Records

Tow Company shall maintain, in accordance with generally accepted accounting principles and business practices, all books, accounts and Records created in the performance of this Agreement. For Private Tows and any tow dispatched through Contractor's system and not delivered to a PSP facility, the Tow Company shall retain Records that contain at a minimum the:

- a. Tow Request number
- b. Vehicle Make
- c. Vehicle Model
- d. Vehicle Color
- e. Vehicle VIN
- f. Vehicle Tag or Plate
- g. Vehicle disposition and to whom
- h. Associated fees types and amounts

Such books, accounts and Records shall be maintained throughout the term of this Agreement. For a period of five (5) years following termination of this Agreement, Tow Company shall maintain Records related to this Agreement in a safe and secure location available for inspection and copying by the Contractor or the PSP. Upon 24 hours notice, any duly authorized agent of the Contractor shall have the right to examine, at any time during normal business hours, all books of account and Records, including computer records, of the type described above.

Section 8.5 Nondiscrimination.

In the performance of this Agreement, Contractor and Tow Company agree not to discriminate in any manner against Tow Company employees, Contractor employees, or PSP employees, applicants for employment nor any person seeking accommodations or services because of race, religion, color, national origin, disability, age, genetic status, marital status, sex or sexual orientation.

Section 8.6 Compliance with Americans with Disabilities Act.

Tow Company acknowledges that the Americans with Disabilities Act (The "ADA") requires that programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or Tow Company, must be accessible to the disabled public. Tow Company further acknowledges its obligation to comply with the ADA and any other federal, state or local disability rights legislation. Tow Company warrants that it will fulfill that obligation, and that it will not discriminate against disabled persons in the provision of services, benefits or activities pursuant to this Agreement.

Section 8.7 Successors and Assigns.

The provisions hereof will be binding upon and inure to the benefit of the parties and to their respective successors and assigns. This Agreement cannot be assigned by either party without the prior written consent of the other; provided, however, that the Contractor may assign its interest hereunder to any of its subsidiaries or affiliates without such consent, upon the condition that the Contractor will remain liable for the full, faithful, and complete performance hereunder.

Section 8.8 Force Majeure.

If, because of weather, acts of God, strikes or other labor disputes, vendor delays, or other unavoidable cause, either party is unable to perform its obligations hereunder, such non-performance shall not be considered a breach of the Agreement.

Section 8.9 Equal Opportunity Employer.

Tow Company affirms that it is an Equal Opportunity Employer and will comply with all laws and regulations prohibiting employment discrimination in the performance of the Agreement.

Section 8.10 Waiver.

A failure of either party to insist upon or enforce any term or provision or to exercise any right, option, or remedy of the Agreement, or to require at any time performance of any provision hereof, shall not be construed as a waiver of any such term or provision. No waiver by either party of any term or provision hereof shall be binding unless made in writing and signed by such party.

Section 8.11 Severability.

If any section, provision, or other portion of this Agreement is held to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction ("Invalid Portion"), the parties hereto shall exercise best efforts to agree on legal, valid, and enforceable substitute language that is as similar in effect to the Invalid Portion as possible. The remaining portion of this Agreement not declared illegal, invalid, or otherwise unenforceable shall, in any event, remain valid and effective for the remainder of the term of this Agreement unless the Invalid Portion goes to the essence of this Agreement.

Section 8.12 Disclaimers and Limitations on Liability.

A. Devices

1. Tow Company shall choose, at Tow Company's expense, a Device from a list of acceptable Devices provided by AutoReturn.
2. Tow Company is responsible for the care, maintenance and operation of the Devices. AutoReturn does not warrant or guarantee in any way the performance or reliability of any Device.
3. In no event shall AutoReturn be liable for any damages Tow Company may suffer due to interruption of service caused by a Device. AutoReturn will not be liable for interruptions or delays in transmission or errors or defects in transmission or failure to transmit when caused, in whole or in part, by your Device.

B. Telecommunication Service Providers ("TSPs")

1. Tow Company is free to choose any telecommunication service provider in conjunction with the use of your Device. Because you will be responsible for any service interruptions, missed calls or other problems caused in whole or in part by your TSP, we caution you to investigate the reliability of available TSPs before you choose one.
2. Depending on the TSP you choose, it is possible that service to the Devices may be temporarily interrupted or curtailed. In no event shall AutoReturn be liable for any damages you may suffer due to interruption of service caused in whole or in part by your selected TSP. AutoReturn will not be liable for interruptions or delays in transmission or errors or defects in transmission or failure to transmit when caused, in whole or in part, by your Devices.

C. In General

1. AutoReturn will not be liable for and shall be excused from any interruptions, delays, failures, errors or defects in transmission, and from failure to timely deliver information or perform, and for delay in delivery or performance, due to causes beyond AutoReturn's reasonable control, including, but not limited to, work stoppages, shortages, civil disturbances, terrorist actions, transportation problems, interruptions of power or communications, failure of suppliers or subcontractors, fire, natural disasters or acts of God.
2. TO THE FULLEST EXTENT PERMITTED BY LAW, AUTORETURN SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF TIME, LOSS OF ANTICIPATED PROFITS, REVENUE OR DATA, OR COSTS INCURRED IN CONNECTION WITH OBTAINING SUBSTITUTE HANDSETS, EVEN IF AUTORETURN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
3. AutoReturn has no responsibility to provide any technical support, including but not limited to any support relating to Devices or TSPs."

Section 8.13 ARBITRATION OF ALL DISPUTES.

- A. **ARBITRATION REQUIRED.** ANY DISPUTE ARISING OUT OF TOW COMPANY'S RELATIONSHIP WITH AUTORETURN, INCLUDING BUT NOT LIMITED TO ANY DISPUTE RELATING TO DEVICES OR TSP'S, SHALL BE RESOLVED THROUGH ARBITRATION. THIS MEANS THAT TOW COMPANY HAS NO RIGHT TO A JURY TRIAL AND NO RIGHT TO FILE A CLASS ACTION CLAIM AGAINST AUTORETURN. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

* Why give up opportunity for legal proceedings?

- B. Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Clause, and the arbitrability of the claim or dispute), between Tow Company and AutoReturn or our employees, agents, successors or assigns, which arises out of or relates to your business relationship with AutoReturn shall be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the provisions of Exhibit D: Dispute Resolution or one of the following arbitration organizations (or successors to these organizations) and its applicable rules: Judicial Arbitration and Mediation Service ("JAMS"), or the American Arbitration Association ("AAA").
- C. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules of JAMS or AAA. The arbitrator shall apply Pennsylvania law, and the arbitration hearing shall be in a location within Pennsylvania.
- D. Tow Company will be responsible for paying, in advance, one-half of all filing, administration, service or case management fees and your arbitrator or hearing fees, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Clause, then the provisions of this Arbitration Clause shall control. The arbitrator's award shall be final and binding on all parties. There shall be no right to appeal from arbitrator's award on grounds other than those provided under Pennsylvania law.
- E. This Arbitration Clause shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable."

* Desired to cap/limit
action to one by one
+ happy stopping actions.
what? by
Tow Co
Hear by → hunt for
due to cap.

Section 8.14 Entire Agreement and Amendments.

The Agreement contains all the agreements of the parties, superseding any prior agreements and writings and may not be changed other than by an agreement in writing signed by the parties. The Recitals and all Exhibits (Exhibits A, B, C, and D) are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the day and year first above written.

By: _____
Raymond E. Krouse
Title: CFO and Secretary
AutoReturn Pennsylvania, LLC

By: «Company»

«Contact_Name»

Title

EXHIBIT A

SERVICES AND FEES SCHEDULE

A successfully completed Dispatch Tow is the towing of a vehicle from the location of the tow to the Tow Company's storage lot or, if authorized in accordance with the Act, the Code and the Regulations, as amended or adopted from time to time, to a place of the vehicle owner's choosing, also defined in this Agreement as a Private Tow. The Contractor's fee is earned upon the successful completion of the towed vehicle to Tow Company's storage lot or, if authorized in accordance with the Act, the Code and the Regulations, as amended or adopted from time to time, to the place of the vehicle owner's or Tow Company's choosing. All earned fees shall be received as defined in Section 4.2 via electronic "ACH" transaction directly transferred into AutoReturn's bank account.

* Tow to lot fee base + not a fee based on customer pay is wrong -- many no pays

Fees:

The amount to be collected by the Tow Company from the vehicle owner/customer for each released vehicle:

- \$27.50

The amount to be received by Contractor from the Tow Company per completed Dispatch Tow is:

- \$23.25

The above fees will increase annually in an amount based on the Consumer Price Index.

Services and Fees:

For an undetermined amount of time, during an initial pilot term for the PSP Troop E area, the rates charged by the Tow Company to vehicle owners/customers shall remain consistent with the rates as provided to the PSP as part of the application process pursuant to Field Regulation 6.2,. The PSP has requested that the Contractor perform an analysis of towing, storage and other rates paid by citizens and standardize the amounts. These rates, which may change them from time-to-time with written notice from the Contractor, shall be documented in formal communications from the Contractor to the Tow Company. The tow zones referenced in the price schedule will typically align with one or more of the PSP troops and/or stations. The current tow zone structure will be provided to the Tow Company.

* PSP request fee standardizing

Services:

At inception of this Agreement, the Tow Company has been selected to perform and agrees to perform the following services:

- «Area_1»
- «Area_2»
- «Area_3»
- «Area_4»
- «Area_5»

Fees:

The tow fee charged for a tow is to be based on the GVWR of the vehicle being towed not the equipment type used to perform the tow.

For the purposes of this agreement, the terms light duty and regular duty classified vehicles are synonymous. The following GVWR thresholds shall be used for determining the class of vehicle being towed:

Light/Regular Duty: Less than or equal to 10,000 GVWR

Medium Duty: Between 10,001 and 20,000 GVWR

Heavy Duty: Greater than 20,000 GVWR

Hourly Rates are only applicable after the first hour on scene of the tow.

Supplemental Fees for Extraordinary Circumstances

The Contractor may allow for use of supplemental service fees. Use of supplemental Fees by Tow Company must be approved by the Contractor on a case-by-case basis. These are only to be used in cases of off-road recovery situations or some extraordinary circumstances as agreed to by the Contractor.

As part of this agreement, the Tow Company agrees to conform to the rates and list of fees as defined by the Contractor.

* AR must
Review & approve all Tow Wk/H

EXHIBIT B

TOWING SERVICES TECHNOLOGY AND TRAINING SUPPORT

The Contractor's technology system supports real time electronic dispatch through mobile and "cloud" based (hosted web-based) applications that run on various types of cellular and landline phones ("Device(s)") that change from time to time, as new technology options become available in the technology industry. The Contractor shall provide the mobile and "cloud" based applications at no charge to each Tow Company. The Contractor shall also provide each Tow Company with a list of approved cellular communications service providers ("Wireless Providers"), a list of approved Device models offered by the Wireless Providers ("Approved Devices"), and landline communication options. The Approved Devices will be identified with specific information such as manufacturer, model number, operating system version number, and other key specifications. The Tow Company shall be responsible for the cost of the devices and associated voice and data plans for each tow truck or driver utilizing the Approved Devices.

The Contractor shall provide unlimited access to self-guided, on-line training courses to be utilized by tow company employees to become trained on the required usage of the ARIES applications. The training courses are offered as a series of discrete units or modules that focus the user's attention on a specific topic that is relevant to the user's job duties. Each tow company employee that will be a user of one or more of the ARIES applications will be expected to use the relevant training units to become proficient at the use of the ARIES applications that are required for their job duties. The parties understand and agree that unlimited access to the self-guided, online training courses shall be adequate for the provision of competent first-class Services hereunder.

In some cases, the Contractor may exercise the option to provide instructor led training that may be offered at the Tow Company locations or other locations chosen in the vicinity of the Tow Company. Any instructor led training will be offered solely at the discretion of the Contractor and is intended simply to augment the primary training provided as unlimited access to the self-guided, on-line training courses.

If additional instructor led training is requested by the Tow Company:

- Tow Company will pay Contractor 100% of the documented fair market value of direct costs for reimbursement of elective training for instructor led training costs incurred beyond the agreed upon training allotment as noted within this Exhibit B. Any exceptions will be made solely at the discretion of the Contractor.

EXHIBIT C

PERFORMANCE MATRIX

If Tow Company fails to comply with the following requirements as set out further in the Agreement, the Contractor may impose the following as the Contractor deems appropriate, in its sole and reasonable discretion, subject to any conditions and limitations under Article 5 of this Agreement.

Area	Offense	Proposed Penalty Under Licensed Service Provider Agreement
Performance	Failure of Towing provider to accept and/or achieve an on-time tow request response percentage of 90% during a calendar month period.	Potential suspension and/or termination of Agreement for excessive instances of this violation.
Performance	Failure of Towing provider to provide tow trucks with appropriate equipment at site of tow.	Potential suspension and/or termination of Agreement for excessive instances of this violation.
Performance	Behavior of Towing provider (during either Dispatch Tows or any other towing call) that harms the Contractor's or PSP's reputation.	Potential suspension and/or termination of Agreement for excessive instances of this violation.
Performance	Failure of Towing provider to immediately deliver a Dispatch Tow vehicle or PSP Fleet Vehicle directly to a PSP facility.	Potential suspension and/or termination of Agreement for excessive instances of this violation.
Equipment	Failure of Towing provider to maintain equipment and facilities as defined in this Agreement.	Immediate suspension from participation until corrected and/or termination of Agreement if not remedied within the relevant time frame.
Equipment	Failure to maintain an e-mail account and a stable computer as outlined in this Agreement.	Immediate suspension from participation until corrected and/or termination of Agreement if not remedied within the relevant time frame.

Area	Offense	Proposed Penalty Under Licensed Service Provider Agreement
Violation of the Code, or the Regulations	Any violations of the Code or applicable regulations, each as may be amended or adopted from time to time.	Potential suspension and/or termination of Agreement for excessive instances of violations
Administrative	Failure to maintain towing hours of a 24 hours x 7 day per week.	Potential suspension and/or termination of Agreement
Administrative	Charging more than the maximum fees allowed by this Agreement for Private Tows.	Potential suspension and/or termination of Agreement
Administrative	Failure to maintain applicable licenses.	Immediate suspension from participation until corrected and/or termination of Agreement if not remedied within the relevant time frame.
Administrative	Failure to comply with record retention criteria or provide vehicle information at the request of the PSP or Contractor within 24 hours.	Potential suspension and/or termination of Agreement
Administrative	Failure to maintain required signs on vehicles.	Removal of towing vehicle from performing PSP-authorized tows until signs pass Contractor or PSP inspection.
Administrative	Failure to submit required proof of insurance documents and maintain the required insurance through the term of this Agreement.	Immediate suspension from participation until corrected and/or termination of Agreement if not remedied within the relevant time frame.
Administrative	Failure of Towing provider to comply with the provisions of the Dispute Resolution framework in this Agreement.	Immediate suspension from participation until corrected and/or termination of Agreement if not remedied within the relevant time frame.

EXHIBIT D

DISPUTE RESOLUTION PROCEDURE

In the event disputes between the Contractor and the Tow Company are not resolved in the normal course of business, the Contractor and Tow Company agree to implement a formal dispute resolution process. The execution of a contract between the Contractor and another tower shall NEVER be the subject of a dispute.

The Contractor or the Tow Company (the "Dispute Parties") may request an investigation of discharge decisions, suspensions, warning notices, invoice amounts, collection of invoice amounts, and other significant matters that affect the working relationship between the Dispute Parties ("Disputes"). The Dispute Parties shall present a description of the Dispute to the other party in writing. All notices of Disputes shall be issued within ten (10) days from when the occurrence involved took place, or within ten (10) days from when the Dispute Party knew or should have known of the occurrence, excluding Saturdays, Sundays and Agreement holidays. If not presented within such period, the right to formal dispute resolution shall be waived. There shall be no time limits in cases where the offense is payment of invoice amounts.

The Dispute Parties will agree that all Disputes shall be forwarded to the other party via email and/or fax and that during the term of the Agreement between the Dispute Parties, it shall remain incumbent upon the parties to maintain current recipient contact information for communication via email and/or fax.

All Disputes that are written and communicated in the manner above that are not resolved within five (5) business days, unless mutually extended, shall be referred to an impartial arbitrator. Selection of an impartial arbitrator ("Arbitrator") shall be from a list of retired local District and/or Circuit Court judges that is maintained by the Contractor. Names from the list will be selected randomly and the Contractor will contact the potential Arbitrator to determine if they are available to hear the dispute. This process will continue until a list of at least three (3) and no more than five (5) names has been compiled. The Tow Company shall decide to either strike a name from the list of three (3) to five (5) potential Arbitrators or provide the right to the Contractor to strike a name from the list. The Tow Company and the Contractor will alternate striking a name from the list in order to reduce the list to one (1) Arbitrator. The decision of the Arbitrator shall be final and binding with the Arbitrator deciding which party has prevailed. The party that did not prevail shall pay the entire cost of the Arbitrator.

If the Arbitrator so selected cannot hear the matter within thirty (30) days, a second Arbitrator selected by lot shall be the Arbitrator, and so on.

There shall be no transcripts of any arbitration unless the parties mutually agree to do so. No briefs shall be submitted and the Arbitrator shall render a bench decision upon conclusion of the case, unless the time is extended by mutual agreement of the parties, but in no case shall the extension be in excess of five (5) working days. Such bench decision by the Arbitrator shall be in writing and issued within 15 days of the hearing and shall be binding on the parties and not subject to court review; however, the Arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

The Arbitrator will not have the authority in any manner to amend, alter or change any provision in the agreement between the Dispute Parties.

Time limits projected herein may be extended or waived by mutual agreement between the parties.