

Order **18328** - RI Public Towing Assoc.: Consent Agreement Regarding Rates

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DIVISION OF PUBLIC UTILITIES AND CARRIERS
89 JEFFERSON BOULEVARD
WARWICK, RHODE ISLAND 02888**

IN RE: Consent Agreement Regarding Rates
For Non-Consensual Towing And Storage

Docket No. 05-MC-78

REPORT AND ORDER

On June 22, 2005, the Rhode Island Public Towing Association, Inc. (“RIPTA”), on behalf of its members, and the Motor Carrier Section (“Advocacy Section”) of the Rhode Island Division of Public Utilities and Carriers (“Division”) filed a petition in the form of a “*Consent Agreement Regarding Rates For Non-Consensual Towing And Storage Within The State Of Rhode Island And Related Matters*” (“Consent Agreement”).^[1] The Consent Agreement filing contains proposed rate changes for those certificate holders, party to the filing, who are authorized by the Division pursuant to R.I.G.L. Chapter 39-12, to provide transportation services by “drive away-tow away” method. Although the Division docketed the Consent Agreement filing, the Division observed that the parties did not execute the filing and that the filing failed to identify the actual RIPTA members requesting the rate changes. The parties later corrected these deficiencies.^[2]

In response to the Consent Agreement filing, the Division scheduled and conducted a duly noticed public hearing on July 12, 2005. The hearing was conducted in the Division’s 1st floor hearing room, located at 89 Jefferson Boulevard in Warwick. The following counsel entered appearances:

For RIPTA:

Michael F. Horan, Esq.

For The Advocacy Section:

William K. Lueker, Esq.
Special Assistant Attorney General

At the outset of the hearing, the parties submitted an amended and executed agreement, entitled “*Settlement Agreement Regarding Rates For Non-Consensual Towing And Storage Within The State Of Rhode Island And Related Matters*” (“Amended Consent Agreement”) to replace the original Consent Agreement filed on June 22, 2005.^[3] A copy of the Amended Consent Agreement is attached to and incorporated with this report and order as “Appendix 1”. A list of the RIPTA members requesting the rate changes was also proffered.^[4] A copy of the RIPTA member list is attached to and incorporated with this report and order as “Appendix 2”.^[5]

RIPTA presented its President, Mr. James F. Robbins, to sponsor and authenticate the Amended Consent Agreement.^[6] Mr. Robbins outlined the rate proposals and related terms contained in the Amended Consent Agreement.^[7]

Four individuals, representing towing companies not party to the Amended Consent Agreement, offered comment on the record. These individuals were identified as: Mr. Richard S. Zuercher, Jr. (CPCN No. 1104); Mr. Timothy J. Strickland (CPCN No. 774); Mr. Edward Flynn (CPCN No. 800); and Mr. Anthony Victoria (CPCN No. 777).

Mr. Zuercher questioned the reasonableness of the rate differential between “non-consensual police tows” and “non-consensual private property tows” as proposed in the Amended Consent Agreement. Mr. Zuercher opined that the proposed \$75 rate for “police tows” should be increased to be equal to the proposed \$85 “private property tow.” He reasoned that the police tows are often as time consuming as the private property tows.

Mr. Zuercher also questioned why the Amended Consent Agreement does not contain a rate for a police-ordered recovery that does not result in a tow. He contended that he should be compensated for all recovery-related work even when a subsequent tow is not needed.

Mr. Strickland questioned the storage rates contained in the Amended Consent Agreement. He opined that there should some free storage time provided to ratepayers before they incur storage charges. He recommended that the “5-hour” free time provision currently contained in the industry’s authorized rates be maintained.

Mr. Flynn supported Mr. Zuercher’s comments about the rate differential between “non-consensual police tows” and “non-consensual private property tows.” He agreed that both rates should be approved at the higher \$85 amount.

Mr. Victoria’s only comment was that he wanted the record to reflect that although he is a RIPTA member, he is not a signatory on the RIPTA list of members seeking the rate changes proposed by RIPTA in this case.

FINDINGS

Before addressing the propriety of the parties’ Amended Consent Agreement’s rate proposals, the Division believes that a brief outline of the towing industry’s uniform rates over the last several years is useful.

Due to changes in the federal law, dating back to 1995, the Division’s rate authority over intrastate towers is presently limited to “non-consensual” towing and storage services. The Division first addressed the impacts of the federal law changes in 1996, when it initiated a docket to set uniform “non-consensual” towing and storage rates for the State’s towing industry.^[8] RIPTA and its members later appealed the report and order that resulted from the Division’s efforts to set reasonable “non-consensual” towing and storage rates.^[9] The appeal eventually resulted in a remand of the matter back to the Division, which ultimately led to a stipulated agreement between RIPTA and the Advocacy Section that was later approved by Division in 1998.^[10]

Generally, that 1998 agreement established the following non-consensual towing and storage rates for automobiles and light trucks:

- \$60.00 flat fee per tow inclusive of all incidental charges.

- \$23.00 per calendar day of storage (no charge for first 5 hours).
- \$20.00 charge for after-hours release.

The agreement, valid for a five-year period beginning on August 27, 1998, also provided for annual adjustments, based on a calculation using 80% of the Consumer Price Index ("CPI") beginning on January 1, 2000.

Subsequently, on September 16, 1999, the Division also approved uniform non-consensual towing and storage rates for medium duty vehicles with a GVW weight between 8,001 and 15,000 lbs.^[11] Through this 1999 case, the Division approved an hourly rate of \$75, plus, extra man charges of \$45 per hour during regular business hours and \$55 per hour on evenings, weekends and holidays. Daily storage rates were set at \$23 for vehicles up to 20 feet, \$33 for vehicles between 20 and 30 feet, and \$43 for vehicles over 30 feet.

The first CPI increase for automobiles and light trucks, was approved by the Division in Docket No. 99-MC-102 on December 28, 1999, for effect beginning on January 1, 2000. Through this CPI-related increase, towing rates increased from \$60.00 to \$61.25; storage rates increased from \$23.00 to \$23.50.^[12]

Later, on March 8, 2000, the Division approved an additional towing rate, precipitated by another RIPTA filing, which established a new rate for tows that start out as non-consensual, but become consensual after the vehicle's owner requests additional towing services. The new rate, approved in Docket No. 00-MC-11, allowed towers to charge up to \$2.50 per mile, in addition to the initial authorized tow rate, "when the vehicle being towed is transported to another location at the request of the vehicle owner."^[13]

On September 27, 2000 the Division also approved a "recovery rate," that allows towers to charge \$60 per hour after the first hour spent on a police initiated tow. The recovery rate applies "when more than one hour is spent at the scene." The rate must be "assessed in fifteen minute increments rounded to the nearest increment for time incurred beyond the initial sixty minutes until the vehicle is

readied to tow.” [\[14\]](#)

The next CPI increase, was approved by the Division in Docket No. 01-MC-01 on January 3, 2001, for effect beginning on January 1, 2001. Through this CPI-related increase, towing rates increased from \$61.25 to \$63.00; storage rates increased from \$23.50 to \$24.00.

The third CPI increase was approved by the Division in Docket No. 02-MC-01 on January 1, 2002, for effect beginning on January 1, 2002. Through this CPI-related increase, towing rates increased from \$63.00 to \$64.50; storage rates remained at \$24.00. [\[15\]](#)

The fourth and final CPI increase permitted under the 1998 agreement, became effective on January 1, 2003. The increase was approved by the Division on December 18, 2002, in Docket No. 03-MC-01. Through this CPI-related increase, towing rates increased from \$64.50 to \$66.00; storage rates remained at \$24.00. [\[16\]](#)

Finally, although the five-year validity period for the 1998 towing and storage rates officially lapsed on August 27, 2003, the Division extended the rates through an order issued on August 28, 2003. In its order, the Division held that “currently approved rates for non-consensual towing services, shall remain in effect until further order of the Division.” The Division also reminded all towing companies that: “any towing company who elects not to adopt the rate structure...may file an individual company tariff that will be given individual ‘reasonableness’ consideration by the Division.” [\[17\]](#)

The instant Amended Consent Agreement filing builds on the aforementioned rate history. Indeed, the Division’s August 28, 2003 Order, which extended the currently effective uniform rates, indicated that the extension would stay in effect until “such time as the Division receives a consolidated rate filing petition from members of the State’s towing industry, or until the Division decides to embark on a comprehensive review of rates for non-consensual towing services.” [\[18\]](#) The

Amended Consent Agreement appears to have been filed in response to the Division's 2003 invitation to the towing industry to submit a "consolidated rate filing petition."

The Division recognizes that the Amended Consent Agreement is the product of "extensive negotiations" between representatives of the Motor Carrier Section and RIPTA.^[19] The parties assert that the Amended Consent Agreement is "fair and equitable for the towers and the public."^[20] The Division agrees. The Division finds that the Amended Consent Agreement contains towing and storage rates, and related terms and conditions, that are reasonable and, further, will provide rate stability for another five-year period. Moreover, the proposed rates and provisions are consistent with the rates and provisions contained in the previous agreement struck between the parties in 1998 and the Division's later decisions regarding "recovery rates," rates for non-consensual tows that become consensual tows, and rates for medium-duty vehicles.

With respect to the comments and concerns voiced by Messrs. Zuercher, Strickland and Flynn, the Division finds their comments and concerns unfounded. Both Mr. Zuercher and Mr. Flynn are free to file individual tariffs seeking higher rates than proposed in the Amended Consent Agreement. The Division's adoption of the Amended Consent Agreement would not deny them the right to file individual company tariffs or seek higher (or different) rates. As for Mr. Strickland, his company is free to continue using the rates it currently charges for towing and storage.

The Division does find that one point of clarification is in order. The Division raised some concerns about the term "portal-to-portal" during the hearing, especially after RIPTA's witness offered an overly broad interpretation of its meaning. After a brief discussion between the parties and the hearing officer, the parties would like the record to reflect that the term "portal-to-portal," as used in the Amended Consent Agreement, means "where the truck starts from the business

location, does the job and comes back to the business location, back to the garage.”^[21]

Additionally, the Division needs to address the issue of an “emergency fuel surcharge,” currently available to the towing industry through Rhode Island General Laws, Section 39-12-13 and Division Report and Order No. 16699 and its progeny. The uniform rates approved herein include compensation for current fuel expense (based on the average price of fuel, as calculated in accordance with the provisions of Report and Order No. 16699, as of the issue date of this Report and Order) and consequently negate the need for an emergency fuel surcharge until such time as the average price of fuel reaches the next incremental benchmark as identified in Report and Order No. 18059, issued on December 8, 2004.

Finally, the Division wants to make it abundantly clear that only the petitioners to the instant filing shall be subject to the terms, conditions and rates contained in Amended Consent Agreement. The petitioners of record are listed in Appendix 2. However, the rates contained in the Amended Consent Agreement shall be available to all other certificated towing companies, not listed in Appendix 2, who elect to file an appropriate tariff adopting the approved rates and provisions contained in the Amended Consent Agreement. Those towing companies that prefer to maintain their currently approved tariffs may continue to do so. Any towing company that wishes to seek alternative rates is free to file an individual tariff with the Division.

Accordingly, it is

(18328) ORDERED:

1. That the June 22, 2005 “*Consent Agreement Regarding Rates For Non-Consensual Towing And Storage Within The State Of Rhode Island And Related Matters*” petition, filed jointly by the Rhode Island Public Towing Association, Inc. and the Motor Carrier Section of the Division of Public Utilities and Carriers, as amended by the parties at the public hearing

conducted on July 12, 2005 through the filing of “*Settlement Agreement Regarding Rates For Non-Consensual Towing And Storage Within The State Of Rhode Island And Related Matters*,” is hereby approved and adopted. The approved and adopted “*Settlement Agreement Regarding Rates For Non-Consensual Towing And Storage Within The State Of Rhode Island And Related Matters*” is attached to this Report and Order as “Appendix 1,” and incorporated by reference.

2. That only the towing companies/petitioners to the instant filing shall be subject to the terms, conditions and rates contained in the approved and adopted Agreement. The rates, approved and adopted herein, shall be available to all other certificated towing companies, not listed in Appendix 2, who elect to file an appropriate tariff adopting the approved rates and provisions contained Appendix 1. Those towing companies who prefer to maintain their currently approved tariffs may continue to do so. Any towing company that wishes to seek alternative rates is free to file an individual tariff with the Division.

DATED AND EFFECTIVE AT WARWICK, RHODE ISLAND ON AUGUST 19, 2005.

John Spirito, Jr. Esq.
Hearing Officer

Thomas F. Ahern
Administrator

APPENDIX 1

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

tow inclusive of all incidental charges.

iii. **Non-Consensual Tow To a Destination Other Than The Tower's Lot:**

When the owner of a vehicle that is the subject of a non-consensual tow requests that the tower deliver the vehicle to site other than the tower's tow yard, the tower will be allowed to charge up to \$3.00 per mile, in addition to the initial authorized tow rate set out in subparagraphs 4.a.i and 4.a.ii, above. The \$3.00 charge per mile is for loaded miles only, but may be calculated from the pick-up site with no "free" five miles as spelled out in paragraph 4.a.i., above.

iv. **Recovery Rate:** A recovery rate of sixty (\$60.00) dollars per hour after one (1) hour is authorized for any tow that requires the tower to be at the scene of the tow for more than one (1) hour from the point in time when the police or third-party private property owner, as appropriate, authorize the tower to commence work. After the tower is on scene for more than one hour after the police or third-party private property owner has authorized the tower to commence work, he may begin to charge for the recovery rate at \$60.00 per hour in increments of fifteen (15) minutes. For example, if the tower is on scene for sixty (60) minutes or less from the time he was authorized to commence work, there is no recovery charge. If the tower is on scene for sixty-one (61) minutes through seventy-five (75) minutes after having been authorized to commence work, he may charge a recovery fee of fifteen (\$15) dollars. If the tower is on scene for two (2) hours after having been authorized to commence work, he may charge a recovery fee of \$60.00. Once the tower has the vehicle in tow, or on a flatbed ready to be moved from the scene, the recovery rate shall stop accruing.

- b. **8,001 Through 15,000 lbs. Gross Vehicle Weight:** All non-consensual medium duty tows shall be billed at an hourly portal-to-portal rate of eighty-five (\$85.00) per hour in fifteen minute (15 min.) increments, inclusive of all incidental charges. That is, a tow of this type which takes only fifteen (15) minutes portal-to-portal shall be billed as \$21.25. Similarly, a tow of this type which takes one (1) hour and fifteen (15) minutes shall be billed as \$106.25. Any amount of time over 15 minutes shall be billed as the next increment; that is, a tow of this type which takes one (1) hour and sixteen (16) minutes shall be billed as \$127.50. ***NOTE: Tariff rates are built on the assumption that the tower uses vehicles and equipment that are appropriate for the tow and/or recovery being performed – that is, vehicles and equipment that can perform the tow safely. Using light duty tow trucks or equipment for a medium duty tow presents public safety issues and, accordingly, shall not be sanctioned by the DPUC. Therefore, no tower may charge for a medium duty tow unless that tower uses a vehicle rated for towing at least the Gross Vehicle Rate of the actual vehicle being towed.***
- c. **After Hours Release Charge:** Towers are required to release vehicles to the owner or lien holder upon demand and upon presentation of the towing charges regardless of the type of vehicle towed. However, patrons who choose to retrieve their vehicle outside of the tower's normal business hours may be charged an additional after-hours release fee of twenty (\$20.00) dollars. This after-hours release charge applies ***only*** if the particular tower's normal business hours are, ***at a minimum*** from 8:00 a.m. to 5:00 p.m. Monday through Friday and 8:00 a.m. through 12 p.m. on Saturday. This charge is intended to compensate the tower for the expense of requiring an employee of the tower to return to

the storage facility after normal business hours to release a vehicle. Accordingly, towers who have employees on site for extended hours as part of the towers routine operations at that site may not impose this charge.

d. **Storage Charges:**

i. **Vehicles 20 Feet Long Or Less:** Storage fees accrue at the rate of twenty-four dollars (\$24.00) per 24-hour period and shall be calculated from the time of delivery to the tower's storage lot. For example, a towed vehicle returned to the storage lot at 1 p.m. shall be subject to an immediate \$24 storage charge; however, a second \$24 storage charge shall not be assessed until 1:01 p.m. the following day.

ii. **Vehicles More Than 20 Feet Long:** Storage fees accrue at the rate of thirty-five dollars (\$35.00) per 24-hour period and shall be calculated from the time of delivery to the tower's storage lot. For example, a towed vehicle longer than 20 feet returned to the storage lot at 1 p.m. shall be subject to an immediate \$35 storage charge; however, a second \$35 storage charge shall not be assessed until 1:01 p.m. the following day.

iii. **Storage Charges May Not Be Imposed Without Appropriate Notice To Owner And/Or Lien Holder:** Storage fees will not accrue after the seventh (7th) calendar day with respect to the owner of a vehicle unless the tower has notified the vehicle owner as required by State law and the Division's regulations. Storage fees will not accrue after the fourteenth (14th) calendar day with respect to the lien holder of a vehicle unless the tower has notified the lien holder as required by State law and the Division's regulations.

iv. **Storage Charges May Only Be Imposed If The Tower Has Appropriate Storage Facilities:** No tower may charge storage fees for any vehicle unless that vehicle is secured in a locked, fenced and lighted lot, or inside a locked building.

e. **Consumer Price Index (CPI) Adjustment:** Beginning on the 30th month anniversary of the date on which the Division issues an Order approving this settlement agreement, the tow rates referenced in paragraphs 4.a and 4.b, above, will be adjusted every 12 months (i.e. the 30th month, 42nd month and 54th month anniversaries by Order of the Division for eighty percent (80%) of the change in the Consumer Price Index for the immediately preceding twelve (12) month period. Tariffs will be filed pursuant to R.I. Gen. Laws § 39-12-11 consistent with the Division order for each year by each signatory as specified in paragraph No. 5 below. The CPI adjustment applies only to tow rates and does not apply to storage rates, release rates or any other rates.

f. **Acceptable Forms of Payment for Towing Services:** Every signatory tower to this agreement shall accept cash as payment for towing services as well as one other form of payment, such as credit cards and/or business checks. (No personal checks.)

5. Each signatory Tower to this agreement will file a tariff pursuant to R.I. Gen. Laws § 39-12-11 or will file with the Division a written acceptance of this agreement, which is consistent with

the rates set forth in paragraph four. As required by R.I. Gen. Laws § 39-12-11, each tariff or written acceptance shall be accompanied by a filing fee of fifty (\$50.00) dollars. No signatory Tower shall charge the rates set forth in paragraph four, above, until the Tower has complied with this paragraph.

6. This agreement shall be effective as of the date of the Division Report and Order formally approving and adopting this settlement agreement.
7. The rates referenced in paragraph four, above, shall be in effect beginning with the date of the Division Report and Order formally approving and adopting this settlement agreement and shall continue in effect two and one-half (2 ½) years. On the 30th month anniversary of the date of the Division Report and Order formally approving and adopting this settlement agreement, the first Consumer Price Index adjustment described in paragraph 4.e, above, shall be calculated and implemented. A similar Consumer Price Index adjustment shall be calculated and implemented on the 42nd month anniversary of the date of the Division Report and Order formally approving and adopting this settlement agreement, and similarly on the 54th month anniversary date. This settlement

agreement shall expire on the fifth anniversary date of the Division Report and Order formally approving and adopting this settlement agreement.

Dated: _____

STATE OF RHODE ISLAND, DIVISION
OF PUBLIC UTILITIES AND CARRIERS

By their Attorneys

PATRICK C. LYNCH
ATTORNEY GENERAL

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Dated: _____

RHODE ISLAND PUBLIC TOWING
ASSOCIATION, INC., ET AL.

By their Attorney,

Michael Horan (R.I. Bar No. 1049)
Armistice Boulevard
Pawtucket, Rhode Island 02861

APPENDIX 2

PETITIONERS

MC #	Certificate Holder
801	Action Towing, Inc.
1068	Antone Auto Body & Sales, Inc.
794	Astro Enterprises, Inc. d/b/a Astro Wrecker Service
935	Atlas Auto Body, Inc.
27	Barden Enterprises, Inc. d/b/a Vito's Tow Service
811	Bill's Towing, Inc.
786	Blackstone Auto Sales & Body, Inc.
1124	Branch, Michael d/b/a Willy's Towing
859	Bristol Auto Body Works, Inc.
2003	Cabral's Towing, Inc.
1112	Cardoza, William d/b/a Bill's Towing
2179	Christy's Towing & Recovery, Inc. S. S. A.
917	Citizen's Auto Body, Inc.
962	Cole, Frances d/b/a Cole's Towing
823	Coletta's Downtown Auto Service, Inc.
991	Crown Collision Center, Inc.
809	Crowther Auto Corp. d/b/a Shea's Towing
1033	Curreri Collision Center, Inc. d/b/a Sal Zincone Towing
2555	D & B Towing, LLC
2533	D & K Pitcher's Auto Salvage, Inc. d/b/a Belleville Auto Salvage
881	D'Agostino Auto Sales & Salvage d/b/a Allens Avenue Towing
858	Dave's Towing Service, Inc.
2573	Dean Auto Collision Center, Inc. d/b/a Dean's Towing
2402	Dorman's Auto Center, Inc.
976	East Coast Towing, Inc.

785 East Side Service Center, Inc.
2384 Giampietro, Anthony d/b/a Ace Towing
252 Hall's Garage, Inc.
844 Interstate Towing
802 J. Taggart Enterprises, Inc. d/b/a Ray's Towing Service
916 Jim's Auto Sales and Body Works, Inc.
832 Joe's Towing, Inc.
2310 JRA Collision Center, Inc.
792 K & B Service
939 Kilday, Gordon d/b/a Quonset Auto Body
2264 Knox Garage & Towing, Inc.
997 Leone's Towing, Inc.
856 Lorwal Auto Repair, Inc. d/b/a Hunter's Service Center
1084 M. C. C., Inc. d/b/a Mike's Auto Repair
1081 Markos, Theofanis d/b/a Markos Auto Body
405 Matarese Towing, Inc.
793 Mellen, Thomas d/b/a Kings Service Center
766 Mello and Sons Towing
780 Metro Towing, Inc.
783 Moore's Motor Service, Inc.
879 Murray, George d/b/a Tiverton Auto Body
2293 National Auto Body, Inc.
745 Nick's Auto Body & Radiator Works, Inc.
980 North Smithfield Auto Body, Inc.
1170 Northup's Service Center, Inc.
2255 Ocean State Towing & Recovery
2416 Perfection Wrecker Service, Inc.
1006 Plante, Dennis, Gerald & Roger d/b/a Plante's Auto Body
2501 Precision Auto Sales & Body Works, Inc.
972 R & K Towing, Inc. d/b/a Arlington Towing
1002 Ray's Auto Body Repair & Towing Service, Inc.
987 Regal Auto Body & Radiator Works, Inc.
553 Rhode Island Towing, Inc.
747 Richard Cavallaro, East Providence Towing
737 Ronnie's of Warwick, Inc.
2354 RT 146A Auto Repair & Sales, Inc.
2336 Russo, John J. d/b/a Russo's Towing
1171 Safeway Auto Sales, Inc.
2376 Silvaggio, John d/b/a Aster Towing
225 Standard Auto Body, Inc.
769 State Towing Service, Inc.
812 Sterry Street Towing
781 Tiverton Auto Parts, Inc.
721 Tom's Towing Service
1154 Town Line Service, Inc.
903 Twiggs Automotive Service d/b/a Avila Bros. Towing

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Twin City Towing, Inc.

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- [1] Petitioner's Exhibit 1.
- [2] The June 22, 2005 Consent Agreement filing was offered by the parties to initiate the Division's docketing and rate review procedures. The parties subsequently provided a listing of the RIPTA members seeking the rate changes and an executed agreement at the public hearing conducted on July 12, 2005.
- [3] Joint Exhibit 1.
- [4] Petitioner's Exhibit 2.
- [5] It should be noted that only the RIPTA members identified on Petitioner's Exhibit 2 are requesting the proposed rate changes. There are other RIPTA members who have opted out of the proposed rate changes whose names do not appear on this list.
- [6] Mr. Robbins own Jim's Towing in Pawtucket.
- [7] Tr. 9-27.
- [8] See Docket No. 96-MC-01.
- [9] See Order No. 15347, issued on July 21, 1997.
- [10] See Order No. 15681, issued on August 27, 1998.
- [11] See Order No. 15988 in Docket No. 99-MC-37.
- [12] See Order No. 16143.
- [13] See Order No. 16197.
- [14] See Order No. 16400 in Docket No. 00-MC-83.
- [15] See Order No. 16819 in Docket No. 02-MC-01.
- [16] See Order No. 17305 in Docket No. 03-MC-01.
- [17] See Order No. 17550 in Docket No. 03-MC-95. The Division additionally sent a memo to all certificated towing companies in Rhode Island on September 3, 2003 reiterating the holdings contained in the Division's August 28, 2003 order, supra.
- [18] Order No. 17550.
- [19] Petitioner's Exhibit 1.
- [20] Id.
- [21] Tr. 27.