

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

**IN RE: INTERIM RATE RELIEF FOR)
NON-CONSENSUAL TOWS)
AND RELATED MATTERS)**

Docket No. 18 MC 94

**CONSENT AGREEMENT REGARDING RATES
FOR NON-CONSENSUAL TOWING AND STORAGE
WITHIN THE STATE OF RHODE ISLAND
AND RELATED MATTERS**

This agreement is entered into by and between the Division of Public Utilities and Carriers (hereinafter “Division”) and all certificated towing companies wishing to adopt the rates, terms and conditions contained herein. It is the intent of this agreement to establish an interim set of rates, terms and conditions to be effective from the date of the Division Order adopting the same, until the Division completes a thorough and comprehensive study (“the Study”) of the non-consensual towing industry within Rhode Island and establishes and adopts an adequate uniform rate design. All parties understand and acknowledge that the Division has engaged a qualified consultant to complete the aforementioned study and provide the Division with sound recommendations regarding rates and other essential aspects of the non-consensual towing industry.

1. The Division is the public body of the State of Rhode Island charged with regulating tow-away motor vehicle operations pursuant to R.I. Gen. Laws §§ 39-12-1 *et seq.* and 39-12.1-1 *et seq.*
2. This agreement is intended to set interim rates for non-consensual tows of light duty (8,000 lbs. and less gross vehicle weight) and medium duty (8,001 lbs. – 15,000 lbs. gross vehicle weight) vehicles, incidental charges, and storage in connection with those tows conducted by any and all tow companies adopting these rates. The rates and provisions set forth herein shall be binding upon the parties until the completion of the aforementioned Study. During that interim period, each tow company that avails itself of these interim rates shall not file any additional or amended tariff pursuant to R.I. Gen. Laws §§ 39-12-11 through 39-12-14 that are in variance with these rates, unless as provided in Item 5 of this agreement. *Note: The parties agree that if the Study is not completed by December 31, 2018, any tow company that has adopted these interim rates shall be free to file an additional or amended tariff for its towing operation pursuant to R.I. Gen. Laws §§ 39-12-11 through 39-12-14. The parties also acknowledge that these interim rates will have no impact on the outcome of the Study or future rates.*

3. The rates for non-consensual towing services in the State of Rhode Island for all light-duty and medium-duty non-consensual tows performed by this tower are as follows:

A. **Vehicles 8,000 lbs Gross Vehicle Weight and Under subject to Non-Consensual Police-Ordered Tows and Non-Consensual Private Property Tows:**

- i. **Vehicle towed back to tow company's lot:** One hundred, twenty dollars (\$120.00) flat fee per tow inclusive of all incidental charges, the first five (5) miles of on-hook mileage, the first hour of site work, and the first 24 hours of storage when a vehicle is towed to the tow company's storage lot. For each on-hook mile encountered after the five such miles contemplated in the preceding sentence from the scene of the tow to the tower's storage lot, the tower shall be authorized to charge three dollars (\$3.00). If such a tow requires additional time on the scene, the tow company may assess an additional fee of one hundred dollars (\$100.00) per additional hour, billed in fifteen (15) minute increments. Storage rates after the first 24 hours shall be calculated in accordance with Section 4-F below;
 - a. **Release of vehicle at the scene of a requested private property trespass tow:** In the event that the vehicle owner (or person in control of the vehicle at the time in question) arrives on the scene and agrees to remove the vehicle in question from the parcel of private property, the tow company shall be authorized to charge the vehicle owner (or person in control of the vehicle at the time in question) a flat fee of sixty dollars (\$60.00), provided, however, that the tow company has already secured the vehicle (on-hook or on the back of a flatbed) for tow.
- ii. **Vehicle towed to a site directed by owner/driver:** One hundred dollars (\$100.00) flat fee per tow inclusive of all incidental charges, the first hour of site work, plus four dollars (\$4.00) per mile from the scene of the tow when a vehicle is towed and delivered to a site other than the tower's storage lot as directed by the vehicle owner (or person in control of the vehicle at the time of the tow). If such a tow requires additional time on the scene, the tow company may assess an additional fee of one hundred dollars (\$100.00) per additional hour, billed in fifteen (15) minute increments.
- iii. **Extra Man Required:** When an extra man is **required** at an accident scene or recovery of a vehicle in this weight category, the tower is authorized to charge a rate of \$65.00 per hour.
- iv. **On-Hook Mileage charges:** In instances regarding on-hook mileage charges outlined in Subsection 4-A (i) and Subsection 4-A (ii) above, the tow slip **must** list both the tow truck's beginning odometer reading when the towed vehicle is secured (on-hook or on the back of a flatbed) and the ending odometer reading when the vehicle is delivered to the tower's lot (when mileage charges are authorized) or the

destination directed by the vehicle owner (or person in control of the vehicle at the time of the tow).

- v. **Towing of Motorcycles:** An additional charge of twenty-five dollars (\$25.00) shall apply when the tow company must tow and relocate a motorcycle in either of the services outlined in Subsections 4-A(i) and 4-A(ii).

B. Vehicles 8,001 lbs. Through 15,000 lbs. Gross Vehicle Weight subject to Non-Consensual Police-Ordered Tows and Non-Consensual Private Property Tows:

- i. **Vehicle towed back to tow company's lot:** One hundred, forty dollars (\$140.00) flat fee per tow inclusive of all incidental charges and the first 24 hours of storage when a vehicle is towed to the tow company's storage lot, provided, however, that the tow is effectuated within one hour of arriving on the scene. If such a tow requires additional time on the scene, the tow company may assess an additional fee of one hundred, twenty dollars (\$120.00) per additional hour, billed in fifteen (15) minute increments. Storage rates after the first 24 hours shall be calculated in accordance with Section 4-F below;
- ii. **Vehicle towed to a site directed by owner/driver:** One hundred, twenty dollars (\$120.00) flat fee per tow inclusive of all incidental charges, plus four dollars (\$4.00) per mile from the scene of the tow to the site selected by the vehicle owner (or person in control of the vehicle), provided, however, that the tow is effectuated within one hour of arriving on the scene. If such a tow requires additional time on the scene, the tow company may assess an additional fee of one hundred, twenty dollars (\$120.00) per additional hour, billed in fifteen (15) minute increments. Storage rates after the first 24 hours shall be calculated in accordance with Section 4-F below;
- iii. **Extra Man:** When an extra man is **required** at an accident scene or recovery of a vehicle in this weight category, the tower is authorized to charge a rate of \$65.00 per hour.
- iv. **On-Hook Mileage Charges:** In instances outlined in Subsection 4-B (iii) above, the tow slip must list both the tow truck's odometer reading when the vehicle is secured (on-hook or on the back of a flatbed) and the odometer reading when the vehicle is delivered as directed by the vehicle owner (or person in control of the vehicle at the time of the tow).
- v. **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 tow truck rated for towing at least the Gross Vehicle Rate of the vehicle actually being towed.*

C. After-Hours Release Charge for Vehicles Subjected to Police-Ordered Tows:

- i. Towers are required to release vehicles to the owner or lien holder, or their designee, upon demand and upon presentation of the appropriately accrued towing charges, regardless of the type of vehicle towed.
- ii. However, a patron who chooses to retrieve his/her vehicle outside of the tower's normal business hours may be charged an additional after-hours release fee of twenty dollars (\$20.00).
- iii. This "after-hours release" charge applies ***only*** if the tower's normal business hours are, for the purpose of this charge, ***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. The after-hours release fee may properly be assessed for vehicle retrieval at any time on Sundays and all legal holidays.
- iv. 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, ***if this tower has employees on site for extended hours, it shall not impose this charge, nor shall it impose this charge if it has an employee already at the tow yard when the customer first appears to request the release of a vehicle.***

D. Ancillary fees associated with non-consensual tows:

- i. **TOLL CHARGES:** Tow companies may collect the actual road and/or bridge toll charges incurred by the tow company only when the vehicle is in tow and being transported to the tower's lot or a destination selected by the vehicle owner or person in control of said vehicle at the time of the tow. *Note: tower may not collect toll charges incurred on the way to the scene of the tow or for those incurred after the vehicle has been delivered to the tower's lot or a site selected by the vehicle owner.*
- ii. Section F-i requires tow companies to accept multiple forms of payment. Accordingly, if a tower accepts payment by credit card or debit card, the tower may pass-through the credit card processing fee to the consumer, not to exceed three percent (3%) of the total tariff charges.

E. Storage Charges:

- i. **Vehicles up to 20 feet in length:** Storage fees shall be calculated in the following manner with the word “day” meaning 24-hour period from the time the vehicle is delivered to the tow company’s storage lot:
 - a. **Storage beyond “Day 1”:** The all-inclusive tow fee outlined in Section 4-A(i) and 4-B(i) provides for the first 24 hours of storage at no charge. Accordingly, storage fees of thirty dollars (\$30.00) shall accrue for each 24-hour period after the initial 24-hour period.
- ii. **Vehicles More Than 20 Feet Long:** Storage fees shall be calculated in the following manner with the word “day” meaning 24-hour period from the time the vehicle is delivered to the tow company’s storage lot:
 - a. **First Storage beyond “Day 1”:** The all-inclusive tow fee outlined in Section 4-A(i) and 4-B(i) provides for the first 24 hours of storage at no charge. Accordingly, storage fees of forty dollars (\$40.00) shall accrue for each 24-hour period after the initial 24-hour period.

NOTE 1: 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.

NOTE 2: Storage charges may only be imposed if the tower has appropriate storage facilities: *Thus, tower may not charge storage fees in any manner or for any amount for any vehicle unless that vehicle is secured in a locked, adequately fenced and adequately lighted lot, or inside a locked building. The Division reserves the right to determine the “adequacy” of both fencing and lighting relative to this provision.*

F. Acceptable Forms of Payment for Towing Services:

- i. The tower shall accept cash as payment for towing services as well as at least one other form of payment, such as credit cards/debit cards, or personal checks. *For this purpose, the Division considers Money Orders, Travelers Checks and Certified Bank Checks to be the equivalent of “cash” and, thus, does not consider acceptance of Money Orders, Travelers Checks and Certified Bank Checks to satisfy the requirement for accepting a “second” form of payment in addition to “cash.” Moreover, if the tower chooses to accept credit cards/debit cards as a form of payment, the tower shall ensure that a vehicle owner is able to complete such a payment transaction regardless of the ultimate delivery site of the vehicle.*

G. Consumer Informational Card:

- i. The tower shall present to the driver (or, in the alternative, an adult passenger) of a vehicle about to be towed by order of the police an informational card explaining the rights of the vehicle owner/driver relative to his/her selection of a site to where the vehicle may be towed and an explanation of the mileage charges and storage rate calculation method. (Provided, however, that the tower shall not be required to provide such a card to a driver who is not safely and readily able to accept same [i.e.: injured or in police custody], and no adult passenger is on scene to accept delivery of such card and make a selection on the driver's behalf.) The Division shall produce a prototype for such a card and the tower shall have said cards reproduced unchanged (in sufficient quantities) at its expense. *Note: The tower may print its business name, address, telephone number and MC number atop such card for identifying purposes.*

4. Miscellaneous Terms and Conditions

- a. "Person in Control," as used in this tariff, shall mean the person who was operating the vehicle immediately prior to the police-ordered non-consensual tow.
- b. **Police impounds and related towing** - On December 6, 2010, the Division issued a Declaratory Ruling wherein it held: "that the vehicle owner cannot be held responsible for the 'involuntary' storage fees resulting from police department 'holds' imposed on vehicles resulting from non-consensual police department instigated tows." In this ruling, the Division also held "that certificated towers may not hold these vehicles against the wishes of their owners, and must release these vehicles to their owners upon demand and after all appropriate fees have been paid." On the definition of "appropriate" fees, the Division provided the following interpretation: "[a]ppropriate' fees, in cases of non-consensual police department-instigated tows, shall constitute the charge for the tow service required to "remove" the vehicle from the public roadway, an after-hours release fee (when applicable and effectuated), and all storage time linked to retrieval delays directly caused by the vehicle owner (or lienholder)." (See Order No. 20200). Predicated on this ruling, towers may not charge the vehicle owner for any storage time associated with a police-ordered impound of the vehicle. Based on the same regulatory rationale, the tower is similarly prohibited from charging the vehicle owner for any towing services directed by a police department that results in the vehicle being transported to a location other than the tower's storage lot (unless, that alternative location is specifically selected by the vehicle's owner or operator, pursuant to applicable Rhode Island law), or for any other police department requested services not specifically authorized under this tariff.

- c. **Updated Tow Slip:** The tower shall provide for Division approval a sample tow slip containing sufficient space/layout for the rates, terms and conditions set forth in this agreement in accordance with Rule 9(b) of the Division's Rules and Regulations Governing Transportation Provided by Motor Carriers of Property.
5. This agreement shall be effective as of the date of the Division Report and Order formally approving and adopting this settlement agreement. Moreover, the parties agree that in the event of any "exogenous" event (such as a change in federal/state law or Division regulation) that results in the imposition of additional charges on towers performing non-consensual tows, this tower shall not be precluded from seeking to negotiate with the Division a reasonable increase in rates to the extent necessary to recover for the exogenous event.

STATE OF RHODE ISLAND, DIVISION OF
PUBLIC UTILITIES AND CARRIERS

By signing this instant Agreement, the
undersigned towing company agrees to the
rates, terms and conditions, contained herein.

Dated: _____

Christy Hetherington, Esq.
For the Advocacy Section

Dated: _____

Authorized tow company
principal/representative

